SUPREME COURT OF THE UNITED STATES.

No. 156

THE STEAMER "PETERHOFF," HER TACKLE, &c., STEPHEN JARMAN, CLAIMANT FOR OWNERS OF VESSEL AND CARGO, APPELLANT,

vs.

THE UNITED STATES.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

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1 UNITED STATES OF AMERICA,
Southern District of New York, ss:

THE UNITED STATES AND CAPTORS IN INTEREST, libellants, appellees,
vs.
THE STEAMER PETERHOFF, &C., AND CARGO; S. JARMAN, cl'm't for owners of vessel and cargo; S. J. Redgate and Geo. W. Almond, cl'm'ts part cargo, appellants.

I, George F. Betts, clerk of the district court of the United States of America for the southern district of New York, do hereby certify that the writings annexed to this certificate are true copies of their respective originals on file and remaining of record in my office.

In testimony whereof, I have caused the seal of the said court to be hereunto affixed, at the city of New York, in the southern district of New York, this fifth day of March, in the year of our Lord one thousand eight hundred and sixty-four, and of the independence of the said United States the eighty-eighth.

[SEAL.] GEO. F. BETTS, *Clerk.*

MARTIN & SMITH, *Pr's for cl'm't Jarman.*
AUG. F. SMITH, *Advocate.*
LORENZO SHERWOOD,
Proctor and Advocate for Redgate and Almond, cl'm'ts and appellants.

1½ At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Saturday, the first day of August, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES, &C.,
vs.
THE STEAMER PETERHOFF, &C., AND CARGO. } In prize. 17, 494.

MARCH 30, 1863.

The libellants by E. Delafield Smith, esq., United States district attorney, file their libel in prize against the steamer Peterhoff, her tackle, &c., and cargo, in the words and figures following, to wit:

2 United States district court. Before Hon. Judge Betts.

THE UNITED STATES
vs.
THE BRITISH STEAMER PETERHOFF, HER TACKLE, CARGO, &C.

Copy of libel.

To the Honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

The libel of information in prize filed herein by E. Delafield Smith, attorney of the United States for the southern district of New York, on behalf of said libellants, and of the naval captors in interest, respectfully represents to this honorable court—

First. That the steamer or vessel called the Peterhoff, with the goods, wares, and merchandise laden therein, was captured as lawful prize on or

about the 25th day of February, 1863, on the Atlantic Ocean, off the Island of St. Thomas, by the United States steamer Vanderbilt, Captain C. S. Baldwin, United States navy, commanding.

Second. That the steamer or vessel called the Peterhoff, with the goods, wares, and merchandise laden therein, were at the time of such capture, and are now, rightfully subject to such capture, and were and are lawful prize, and as such should be condemned and forfeited to the use of the libellants.

Third. That the said steamer or vessel called the Peterhoff, with the goods, wares, and merchandise laden therein, have been brought to the port of New York, and are now at said port, and within the jurisdiction of this honorable court.

Fourth. That by reason of the premises the said steamer or vessel called the Peterhoff, her tackle, apparel, and furniture, with the goods, wares, and merchandise laden therein, became and are liable to condemnation and forfeiture as lawful prize, and should be condemned and forfeited as lawful prize to the libellants.

That all and singular the premises are and were true, and within the jurisdiction of this honorable court, in attestation whereof, the said attorney exhibits the said vessel's papers, and the documents, &c., found on board, together with the testimony of the witnesses, duly taken in preparatorio by the prize commissioners appointed by this honorable court, which are or will be duly filed in the registry of this court.

Wherefore, the said attorney of the United States, on behalf of the said United States, prays the usual process and monition of this honorable court against the said steamer or vessel called the Peterhoff, and her tackle, apparel, and furniture, and the goods, wares, and merchandise laden therein, in this behalf to be made, and that all persons interested in the said vessel and her cargo may be cited to answer in the premises; and that all due proceedings being had therein, this honorable court may be pleased to decree for the condemnation and forfeiture aforesaid, and that the said steamer, her tackle, apparel, and furniture, with the goods, wares, and merchandise laden therein, may be condemned as lawful prize to the use of the said United States.

Dated New York, March 30, 1863.

E. DELAFIELD SMITH,
United States District Attorney.

Endorsed: In prize. 17, 494. The United States *vs.* the steamer Peterhoff, her tackle, &c., and cargo. Libel. E. Delafield Smith, U. S. dis't att'y. Filed 30 March, 1863.

3 SOUTHERN DISTRICT OF NEW YORK, *ss:*

The President of the United States of America to the marshal of the southern district of New York, greeting:

Whereas a libel hath been filed in the district court of the United States for the southern district of New York, on the 30th day of March, in the year of our Lord one thousand eight hundred and sixty-three, by E. Delafield Smith, esquire, U. S. district attorney, on behalf of the United States of America, against the steamer Peterhoff, her tackle, &c., and cargo, in prize, for the reasons and causes in the said libel mentioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons interested in the said steamer, her tackle, &c., and cargo, may be cited in general and special to answer the premises, and all proceedings being had, that the said steamer, her tackle, &c., and cargo, may, for the causes in the said libel mentioned, be condemned as lawful prize to the use of the United States:

[SEAL.]

You are therefore hereby commanded to attach the said steamer, her tackle, &c., and cargo, and to detain the same in your custody until the further order of the court respecting the same, and to give due notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned and sold pursuant to the prayer of the said libel, that they be and appear before the said court, to be held in and for the southern district of New York, on the twenty-first day of April next, at eleven o'clock in the forenoon of the same day, if the same shall be a day of jurisdiction; otherwise, on the next day of jurisdiction thereafter, then and there to interpose a claim for the same, and to make their allegations in that behalf. And what you shall have done in the premises do you then and there make return thereof, together with this writ.

Witness the Honorable Samuel R. Betts, judge of the said court, at the city of New York, in the southern district of New York, this 30th day of March, in the year of our Lord one thousand eight hundred and sixty-three, and of our independence the eighty-seventh.

GEO. F. BETTS, *Clerk.*

E. DELAFIELD SMITH, *U. S. District Attorney.*

In obedience to the within monition, I attached the steamer Peterhoff, her tackle, &c., and cargo, therein described, on the 30th day of March, 1863, and have given due notice to all persons claiming the same that this court will on the 21st day of April inst., (if that day should be a day of jurisdiction; if not, on the next day of jurisdiction thereafter,) proceed to the trial and condemnation thereof, should no claim be interposed for the same.

R. MURRAY, *U. S. Marshal.*

Dated 21st April, 1863.

Filed the 21st day of April, 1863.

4 The United States district court.

THE UNITED STATES
vs.
THE STEAMER PETERHOFF AND HER CARGO. } 17, 494.

To the Hon'b'e Sam'l R. Betts, judge, &c., &c.:

The undersigned, one of the U. S. prize commissioners, begs leave to report that in the above case the prize master delivered to me, from on board the above-named prize, the mail bag of said ship, under the official seal of the General Post Office, and the undersigned respectfully asks for an order of the court to open the said mail and examine its contents.

Resp'fully submitted.

HENRY H. ELLIOTT, *U. S. Prize Comm'r.*

New York, April 3, 1863.

On reading and filing the above report, let the mail bag therein referred to be opened by the prize commissioner, and examined in the presence of the United States district attorney and the consul of H. B. majesty at New York.

April 3, 1863.

SAM'L R. BETTS.

Endorsed: In prize, 17,494, U. S. dist. court. The United States *vs.* the steamer Peterhoff and her cargo. P. c. report and order to open mail bag for ex'n, in presence of U. S. dist. att'y and H. B. m.'s consul at N. Y.

Filed 3d April, 1863.

5 U. S. dist. court.

THE UNITED STATES
vs.
THE STEAMER PETERHOFF AND CARGO.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

E. Delafield Smith, attorney of the United States and captors, (the parties of record and in interest in this cause,) being duly sworn, says that he has carefully examined all the ship's papers and evidence taken in preparatorio herein, and has inspected the British mail packages found on board the vessel, and he says that said mail appears to be a bona fide, authenticated, and sealed public government mail of Great Britain, found on board of a commercial vessel, apparently navigating between London, in England, and Matamoras, in Mexico.

And this deponent further says that the said evidence furnishes no proof that said mail is false, or spurious, or simulated, or otherwise than genuine, and this deponent, as att'y of the United States and captors, under his general authority as district attorney, and under special authority from the government, consents that said mail be given up to be sent to its destination.

E. DELAFIELD SMITH.

Sworn to before me this 21st day of April, 1863.

GEORGE P. ANDREWS,
Notary Public, N. Y. City.

Endorsed: 17, 494, U. S. district court. The United States *vs.* the steamer Peterhoff and cargo. Affidavit on motion to deliver mail. E. Delafield Smith, U. S. dist. att'y. Filed April 21st, 1863.

6 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Tuesday, the 21st day of April, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE STEAMER PETERHOFF, &C., AND CARGO. } In prize, 17, 494.

The U. S. district attorney moves the court that he have leave to withdraw from the custody of the court a mail bag of the British government, captured at sea by a vessel-of-war of the United States, with the above vessel, and on board of her for transmission from the port of London, England, to Matamoras, Mexico, and that said mail bag be delivered to him, the said U. S. attorney, to be by him disposed of, conformably to the instructions of the government of the United States, and argues in support of the motion.

Mr. Upton, on behalf of the naval captors, argues in opposition to the motion.

Cur. adv. vult.

7 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Wednesday, the 22d day of April, in the year of our Lord one thousand eight hundred and sixty-three.

The Hon. Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE STEAMER PETERHOFF, HER TACKLE, &C., AND CARGO. } In prize, 17, 494.

On filing proofs, Mr. E. Delafield Smith, the attorney of the United States,

moved the court that he have leave to withdraw from the custody of the court a mail bag of the British government, captured at sea by a vessel-of-war of the United States, with the above vessel, and on board of her, for transmission from the port of London, England, to Matamoras, Mexico; and Mr. Upton, counsel of captors, having been heard in opposition to the motion, it is considered by the court that the United States attorney is by law officially master of suits presented by the United States in the prize
8 court, and has thereby authority at his disposal to offer to or withhold from the consideration of the court any particulars of testimony relative to a prize suit in prosecution in court, under his direction; wherefore it is ordered that the aforesaid mail bag be delivered to the United States attorney out of the custody of the court, to be by him disposed of, conformably to the instructions of the government of the United States.

Filed 22d April, 1863.

[The mail bag was subsequently handed by the district attorney to Mr. Archibald, H. B. M. consul.]

District court of the United States for the southern district of New York.

Deposition of Samuel Redgate, (passenger,) a witness produced, sworn, and examined in preparatorio on the first day of April, in the year eighteen hundred and sixty-three, at the office of E. H. Owen, U. S. prize commissioner, No. 72 Wall street, New York, on the standing interrogatories established by the district court of the United States for the southern district of New York, the said witness having been produced for the purpose of such examination, by E. Delafield Smith, U. S. district attorney, on behalf of the captors of a certain ship or vessel called the Peterhoff and her cargo.

1. To the first interrogatory he says: I was born in the city of London, England; I reside in Matamoras, Mexico; I have resided there a year and a half or two years; I am not positive as to the exact time. I am married; I believe my family are now in Matamoras; they were there with me a part of the time while I resided there, and when not with me, they were in the State of Texas. I am a citizen of the United States; I now owe allegiance to the United States; owe obedience to the laws of Mexico, and owe allegiance at present to the United States government.

2. To the second interrogatory he says: I was present at the capture of the above-named vessel and cargo.

To the third interrogatory he says: I forget the date of the capture, but I think it was on the 25th day of February, 1863, off the harbor of St. Thomas. The vessel was first taken to Key West, from whence she sailed, as I understood, for Boston; the engineer meeting with an accident, the vessel was obliged to put into Port Royal for medical aid, and from
9 thence she came to New York, on account of the engineer's injury. The vessel had no authority or commission to make prizes; I understood that the reason the capture was made was that the master of the Peterhoff refused to be taken out of his ship with his papers; so I understood.

4. To the fourth interrogatory he says: The vessel sailed under English colors; she had no other colors aboard that I ever saw. Indeed, I am satisfied she had not.

5. To the fifth interrogatory he says: No resistance was made to the capture. No guns were fired. The capture was made by the U. S. steamship "Vanderbilt." All the vessels in the harbor of St. Thomas were in sight at the time. We were just coming out of the harbor. I believe the vessel was a merchantman.

6. To the sixth interrogatory he says: I have already stated that the capture was made by the U. S. steamship "Vanderbilt." I understood that the "Vanderbilt" made the seizure by order of Admiral Wilkes. The vessel captured has not been condemned.

7. To the seventh interrogatory he says: The name of the vessel captured was the "Peterhoff," and her master's name was Stephen Jarman. To the best of my knowledge Mr. Spence, the owner of the vessel, appointed him to that command in London. I have known the vessel since November last, and I have known the master since some time in December last, the early part I think; it might have been the latter part. I first saw the vessel in Victoria Docks, London, and I first saw the captain in London. I don't know who delivered the possession of the vessel to the master, nor when such delivery took place. I think the master lives at Brighton, England. I have heard him say so. I have heard that he is married, and that his family reside at the same place. I have never heard how long they resided there. I don't know where they resided previously. I have heard the master say he was born in England. I think he is a subject of the queen of England.

8. To the eighth interrogatory he says: The "Peterhoff" is said to be between 600 and 700 tons register. She carries about 1,000 tons, including coals, machinery, &c. She is a screw steamer; she is an iron steamer; engine said to be 90 horse power. I don't know the exact number of the ship's company, but I think about twenty-eight or thirty, officers and crew all told. They were all aboard at the time of capture. I supposed them to be English, some Irish and Scotch, but no Americans. I don't know when nor where they came aboard, nor by whom they were shipped or hired.

9. To the ninth interrogatory he says: I did not belong to the ship's company, but I was aboard as a passenger. I had no interest in
10 the vessel. I had an interest in some of the cargo, and a portion of the cargo was also consigned to me—a large portion of the cargo. I suppose I had an interest in the cargo to the amount of from fifteen to twenty thousand pounds sterling. This includes what was consigned to me. I think the master had an interest in some portion of the cargo. I don't know this except from hearsay. I think none of the other officers or crew had any interest in the vessel or cargo. There were other persons on board who were agents for persons shipping the cargo—Mr. Bowden and George Wellesley Almond. I don't know that there were any other persons aboard who had any interest in the vessel or cargo. I can't state the value of the interest of the other persons; the invoices of the cargo will show.

10. To the tenth interrogatory he says: I believe the vessel is English built. I believe she has always been called by her present name. I don't know anything to the contrary. I have already stated when and where I first saw her.

11. To the eleventh interrogatory he says: The vessel was bound to Matamoras on the voyage wherein she was taken. I know this from the ship being cleared for that port, and from my obtaining certificates of the Mexican consul to my bills of lading. That voyage began at London, and was to have ended at Matamoras. The vessel had on board, when she set out on her voyage from London, a cargo of general merchandise, consisting of woolen goods, fancy goods, boots and shoes, nails, tin, cordage. These are all I can recollect. I was there when she was taking in cargo. She had the same cargo on board when captured. The cargo was put aboard in the month of December last. She had no goods on board which were contraband of war, or otherwise prohibited by law.

12. To the twelfth interrogatory he says: I don't know whether the ship had any passport or sea brief on board. I never examined her papers, and

don't know what papers she had. I am unable to say to what ports or places the vessel had sailed during her last voyage before she was taken. I never heard. I heard a rumor that the vessel had brought a load of cotton from somewhere. I did not hear, and don't know where she brought the cotton from. I know nothing of the vessel before the time already mentioned.

13. To the thirteenth interrogatory he says: I have already stated what lading the vessel had when she set sail from London, and when it was put on board. I can't set forth the quantity nor different species of the cargo more fully than I have.

14. To the fourteenth interrogatory he says: I suppose the vessel was owned by Mr. Spence, who lives in London. I don't know his first
11 name. I only know this from what I have heard from him and the master. I don't know where he was born. I don't know whether he is married or not. I don't know where he resides. He is in business in London. I think he never was a citizen of the United States. I have no means of knowing that fact. I have no knowledge of what country or state he is a subject or citizen. I got acquainted with him at the Jerusalem Coffee House, London. I think he had an interest in some cargo on board, which the master had in his possession. He had no interest in that of which I had charge. The goods on board were owned by a great many persons. I can't give the names of all of them. Welch, Margetson & Co., Mr. Austen, Mr. Almond, Mr. Smith, Mr. Sinclair, Mr. Galbraith, and others whose names I cannot recollect. These all live at London, Nottingham, or Glasgow. None of them are or ever have been American citizens.

15. To the fifteenth interrogatory he says: I don't know of any bill of sale of the vessel; nor do I know nor have I heard of any contract or engagement concerning the purchase or sale of the vessel.

16. To the sixteenth interrogatory he says: I have already stated when and where the cargo was put on board. The shippers of the cargo were the parties who owned the cargo, as before mentioned, and others whose names I do not recollect. I have stated all I know of their residence. Part of the cargo was consigned to me, as a merchant in Matamoras for some eighteen months past. I don't know that the other portions were consigned to any one in particular. I have already answered the remainder of this interrogatory as fully as I am able.

17. To the seventeenth interrogatory he says: I am unable to answer how many bills of lading were signed for the goods. I don't know exactly how many were signed for the goods belonging to me, or consigned to me; but I think seven or eight. None of the bills of lading were false or colorable. There were no bills of lading signed which were different in any respect from those which were on board the vessel when she was captured.

18. To the eighteenth interrogatory he says: I have not now in my possession or under my control any bills of lading, invoices, letters, or other writings, to prove or show my interest, or the interest of any person, in the vessel or goods concerning which I am now examined, except that I have some rough copies of invoices of the cargo made during the passage from London to St. Thomas. All my other papers were delivered up to the prize officer. I did not mention that I had such copies to the prize officer. These papers are in my trunk in the marshal's office. [The
12 prize commissioner requests the witness to deliver such papers to him or to the district attorney, to be annexed hereto if material, which the witness promised to do.]

[These papers were brought to the commissioner and found to be unimportant.—H. H. ELLIOTT.]

19. To the nineteenth interrogatory he says: I can't state the latitude

or longitude of the place of capture. If I had my memorandum book, which is in my trunk in the marshal's office, I might answer this question. I have already said it was near the port of St. Thomas. I don't know and never heard of any charter-party for the voyage. The vessel was to be paid freight according to the bills of lading.

20. To the twentieth interrogatory he says: I cannot state what papers, bills of lading, letters, or other writings, relating to the vessel or cargo, were on board when the vessel left St. Thomas, which was her last clearing port. I had in my possession all the bills of lading, invoices, Mexican consul's certificates relating to that portion of the cargo in which I was interested. I had no letters—no instructions as to the mode of disposing of the cargo. I don't know what papers the others had. I did not and I don't know that any person burnt, tore, threw overboard, destroyed, or canceled, or attempted to conceal any papers on board.

21. To the twenty-first interrogatory he says: I knew, and I suppose all on board knew, of the war between the government of the United States and the Southern States, and that the naval forces of the United States held the ports of the Southern States in a state of blockade. This was known before we left London.

22. To the twenty-second interrogatory he says: No warning or notice of such blockade had been given, nor any notice thereof endorsed on the register.

23. To the twenty-third interrogatory he says: The register of the vessel was examined by an officer of the U. S. steamship Alabama, on the morning the vessel entered the harbor of St. Thomas. He came aboard and examined the papers and allowed the vessel to pass. This was the only time the papers were examined before the capture.

24. To the twenty-fourth interrogatory he says: I don't know or believe that the vessel had ever attempted covertly or secretly to enter any blockaded port, or to sail therefrom.

25. To the twenty-fifth interrogatory he says: The vessel has never been seized before that I know of.

26. To the twenty-sixth interrogatory he says: I have sustained an injury by the seizure of the vessel. I compute my loss in this way: Imprisonment on board the vessel, loss of time, loss sustained in business, loss by being deprived of performing my duty as agent of Lloyds at
13 Matamoras, and for other wrongs and privations. I have not received any indemnity or satisfaction, or promise of satisfaction, for any portion of such damages.

27. To the twenty-seventh interrogatory he says: The goods as far as I was concerned were insured; I understand the vessel was insured also. The insurance was from London to Matamoras, touching at St. Thomas for coal. I am not prepared to say at what premium; I don't recollect. Some of these insurances were effected in London, and some in Paris. I don't know the names of the parties insuring. The insurance was made in December and January last.

28. To the twenty-eighth interrogatory he says: If the vessel had arrived at Matamoras, the cargo would have belonged or would have been at the disposal of the persons holding the bills of lading. The laders or owners were to take the chance of the market.

29. To the twenty-ninth interrogatory he says: I don't know where the cargo was grown or manufactured.

30. To the thirtieth interrogatory he says: The cargo was taken aboard in the Victoria Docks, London.

31. To the thirty-first interrogatory he says: There are not in any country besides the United States, nor on board of any vessel, any bills of lading, invoices, letters, instruments, papers, or documents relative to the vessel or cargo that I am aware of; none that I know or have heard of.

32. To the thirty-second interrogatory he says: There were no papers delivered out of or carried away in a manner from the vessel that I know of. I never heard that any had been, except those which were taken by the prize officer.

33. To the thirty-third interrogatory he says: Bulk has not been broken.

34. To the thirty-fourth interrogatory he says: There were seven passengers aboard, including myself and the two others before named. None of them were secreted at the time of the capture. I have already named them. I don't know their first names. There were Mr. Edwards, Mr. Heyck, Mr. Mohl, Mr. Ellsworth. I think Mr. Edwards was an American. I don't know where he lives. Mr. Mohl and Mr. Heyck are Germans, and Mr. Ellsworth was a Scotchman and lived in Scotland, and was bound to Matamoras as my clerk. None of them had any rank or were called by any title. I first saw them in London while they were engaging their passage. I don't know where their families lived. They were young men, and I don't know that they had any families. None of them had any interest in the vessel or cargo except as already stated. There were no officers or soldiers on board.
14 There were no citizens of the United States on board except Mr. Edwards. The passengers had no employment on board of the vessel.

35. To the thirty-fifth interrogatory he says: As far as concerns myself, all the papers which I had were entirely true and fair, and as far as I know or believe, all of the other papers were so, and that none of them were false or colorable; nor do I know of any matter or circumstance to affect their credit, and I have not made any oath or affirmation in order to obtain any passport or other clearance. I had no passport or letter of safe conduct. I don't know whether the others had or not. I have written letters to the British consul at Key West, and also to Lloyds, giving an account of the capture. I have no copies of such letters. I can't answer the remainder of this interrogatory.

36. To the thirty-sixth interrogatory he says: The vessel was on the way from St. Thomas to Matamoras when captured. She had left St. Thomas about noon of the day before stated, and was captured right off on her going out of port.

37. To the thirty-seventh interrogatory he says: I don't know of any sale or transfer of the vessel. She is a new vessel, only a year or eighteen months old.

38. To the thirty-eighth interrogatory he says: The vessel was in no way armed. There was not on board any guns or weapons, warlike arms or armament of any name or description, unless it may be that some passenger had a pistol or shot gun. There were not on board, to my knowledge or belief, any of the various articles enumerated in this interrogatory, and which has been read to me distinctly in order to this answer.

39. To the thirty-ninth interrogatory he says: I have already stated all I know or believe regarding the real and true property and destination of the vessel and cargo.

40. The vessel did not sail under convoy.

41. To the forty-first interrogatory he says: The vessel has never attempted to enter any port under the blockade, to my knowledge or belief.

42. To the forty-second interrogatory he says: The vessel had no commission to act as a privateer, to my knowledge or belief.

43. To the forty-third interrogatory he says: The vessel never acted in company or concert with any vessel in making prizes or otherwise as inquired of.

(Signed) SAM'L J. REDGATE.

Formal verification.

15 NEW YORK, *April* 20, 1863.

Deponent in this case was this day reproduced by the U. S. district attorney, and at his request he was re-examined as follows:

1. To the first interrogatory he adds: I resided in the State of Texas until the breaking out of the war between the Northern and Southern States. I had resided there about thirty years—twenty-five or thirty years—and battled against secession as far as my humble means would allow until I was driven out of the State. My family resided there with me, and when I left Texas I left my family there. They afterwards followed me into Matamoras. I never took the oath of allegiance to the Republic of Texas, nor since its admission to the government of the United States. I never had any papers of citizenship, nor did I ever obtain a passport at any time.

9. To the ninth interrogatory he adds as follows: There was a small portion of the cargo on board which I owned absolutely. The bills of lading in these cases, which are among the papers, will show the portion which belonged to me absolutely, and so will the invoices which are with the papers; they were made out in my name. Other portions of the cargo were consigned to me, and the bills of lading in these cases are endorsed to me, and the invoices in these cases are made in the name of the consignors. My only interest in these cases was to arise from a commission on the sales when made of five per cent. I was not an owner in any way of the portion of the cargo which I now speak of as having been consigned to me. The portion of the cargo which I absolutely owned was very small, and cost me something like one hundred to one hundred and fifty pounds.

Since the vessel arrived in this port Mr. Bowden, another passenger with me, who was an agent and superintendent of a considerable of the cargo, has empowered me, by power of attorney, to take care of and manage his interest in the cargo. I think the cargo in question in which Mr. Bowden is interested is shown by the bills of lading among the ship's papers, they being endorsed to him. Of this I am not positive, although I have very little doubt they are so endorsed, and that the names of the owners in this case, as in that portion consigned to me, appear in the invoices found on board. In all these cases, in which I am interested as consignee, the names of the absolute owners appear in the invoices, to the best of my knowledge, and they all reside in London, Glasgow, and Nottingham, and are all English subjects.

SAM'L J. REDGATE.

Subscribed and sworn to before me this day, the 20th of April, 1863.
HENRY H. ELLIOTT.

16 District court of the United States for the southern district of New York.

Deposition of George W. Almond. (passenger,) a witness produced, sworn, and examined in preparatorio, on the first day of April, in the year eighteen hundred and sixty-three, at the office of E. H. Owen, U. S. prize commissioner, No. 72 Wall street, New York, on the standing interrogatories established by the district court of the United States for the southern district of New York, the said witness having been produced for the purpose of such examination by E. Delafield Smith, esq., U. S. district attorney, in behalf of the captors of a certain ship or vessel called the "Peterhoff," and her cargo.

1. To the 1st interrogatory he says: I was born in London, England, and have lived there all my life. I am a subject of the queen of Great Britain, and owe allegiance to her. I am not a citizen of the United States. I am not a married man.

2. To the second interrogatory he says: I was present at the capture of the said vessel and her cargo.

3. To the third interrogatory he says: The capture was made on the 25th day of February, 1863, just off St. Thomas, one of the West Indies. We were about two or three miles outside the harbor. The vessel and cargo were taken to Key West, and from thence were brought to New York. The "Peterhoff" had no commission to make prizes to my knowledge. No reason was given for the seizure, unless on account of some alleged informality in her papers.

4. To the fourth interrogatory he says: She sailed under English colors, and had no other colors on board to my knowledge.

5. To the fifth interrogatory he says: No resistance was made at the time of the capture. No guns were fired. The U. S. steamer "Vanderbilt" made the capture. Com. Wilkes' vessel lay some three or four miles off, but not in sight. I don't remember the name of his vessel. The "Peterhoff" was a merchantman, and I think she belonged to Messrs. Pile & Spence. I think the capturing vessel was a ship-of-war. I don't know her force.

6. To the sixth interrogatory he says: I don't know whether or not the "Vanderbilt" had any commission to act in our capture. The "Peterhoff" has not been condemned to my knowledge.

7. To the seventh interrogatory he says: The name of our vessel was the "Peterhoff," and her master's name was Stephen Jarman. I don't
17 know who appointed him to the command of the vessel, nor where he received the same. I have only known the vessel and her master since the middle of January, 1863. I don't know when or where he took possession of the vessel, nor who by name delivered the same to him. He lives in Ramsgate, England, with his wife and family. I don't know how long he has lived there. I believe he told me he was born in Kent, England. Previous to his residing in Ramsgate, I don't know of any former or other place of residence.

8. To the eighth interrogatory he says: I think the tonnage of the said vessel is about seven hundred and fifty tons, English measurement. I think the number of her company all told, officers and crew, was twenty-five, and all were on board at the time of the capture. The crew are mostly Englishmen. They were all on board, with the exception of two, when I went on board the vessel, and I am unable to state where or when the crew came on board, nor who shipped them. The two I speak of came on board at Plymouth, England, about the 20th January, 1863.

9. To the ninth interrogatory he says: I did not belong to the company of the vessel. None of the officers or company of the vessel had any interest in either the vessel or her cargo, to my knowledge. I owned in my own right a portion of the cargo on board of the vessel, which, at cost prices was valued at about twelve thousand pounds sterling. This portion of the cargo consisted of men's and women's boots and shoes, calicoes, cotton prints, shirts, flannels, woolen hose, horseshoes and nails, felt hats—not military, but civilians' hats—pins and needles, one case of saddlers' tools, and some shoemakers' tools. I don't remember the names of any other articles. It was a general assortment. I had no arms, powder, shot, or any military arms or clothing on board the vessel, except one rifle and five revolvers, and some two or three hundred rounds of ammunition, which were all contained in a small tin box; two of the revolvers were intended for the use of S. J. Redgate, another passenger, and the rest were intended for my own use. I had also a small case of quinine, containing one hundred ounces thereof, and a small portmanteau also containing medicines and drugs in small quantities. I intended to sell the same. The portion of the cargo which I owned was entirely distinct and separate from the

other cargo on board, and the only other persons in any way interested therein is my father, my uncle, and myself. My father, William Almond, and my uncle, George Almond, both reside in London. They are partners together in shipping business at that place, and their firm's name is George & William Almond. I am not interested in the firm, but I share with them equally in the profits arising from the sale of the portion of the cargo owned by us. It was all purchased in London. Previous to this adventure I was engaged in no particular business. I furnished no money to
18 purchase the goods in question. They were purchased by my uncle and father. No other person on board the said vessel had any control or power over the good in question but myself. I had no interest in the vessel. I know nothing whatever concerning the ownership of the other portion of the cargo on board.

10. To the tenth interrogatory he says: I first saw the vessel at London some time in December, 1862, before she had any cargo on board. She carried no guns. I think there were about thirty-two persons on board at the time of the capture. I don't know where she was built, but I believe somewhere in England. She has always been called by her present name to my knowledge.

11. To the eleventh interrogatory he says: The voyage wherein the vessel was seized began at London on or about the fifth of January, 1863, bound for Matamoras, in Mexico, to stop at St. Thomas for coals. The voyage began at London, and was to have ended at Matamoras. The cargo which was put on board at London was the same cargo found on board of her at the time of capture. It was put on board in December, 1862. She had nothing on board contraband of war or prohibited by law, to my knowledge. After leaving London we stopped at Plymouth. I went on board at that place. She lay there some seven or eight days. We left Plymouth on or about the 20th January, 1863, and had to put back to Falmouth on account of contrary winds. We stayed there until the 27th instant, when we set sail and proceeded to St Thomas, where we arrived about the 20th February, 1863, and there we coaled. We remained there until the 25th instant, and left there about twelve and a half o'clock m. of the day. We were followed out by the "Vanderbilt," and captured about two o'clock in the afternoon, although possession by the prize crew was not taken until about nine and a half o'clock in the evening of the day.

12. To the twelfth interrogatory he says: We had no passport or sea brief on board to my knowledge. I have already stated what places we touched at on the said voyage. She has only carried one cargo before the one now on board, and that was a cargo of coals which she delivered at Nassau, N. P., and returned to Liverpool with a cargo of cotton, which was put on board at Nassau I heard this from Captain Jarman. Her last clearing port previous to her capture was St. Thomas.

13. To the thirteenth interrogatory he says: The other portion of the cargo on board the said vessel, as I understood, consisted of a general assorted cargo of merchandise, of a kind and character similar to the portion in which I was interested. It was put on board in December, 1862. I am utterly unable to give the quantities of each sort laden on board.

14. To the fourteenth interrogatory he says: I heard while in London, in the office of Bennett & Wake, agents for the vessel, that Messrs. Pile
19 & Spence were the owners of the vessel. They are Englishmen, but I have no personal acquaintance with them, and don't know where they reside. I have no knowledge nor any information concerning the ownership of that portion of the cargo in which I have no interest. I am unable to answer this interrogatory any further.

15. To the fifteenth interrogatory he says: I know nothing whatever concerning any sale of the vessel.

16. To the sixteenth interrogatory he says: The laders of the cargo in which I was interested were my father and uncle, already mentioned; we had no consignees, as I was authorized to select my own consignee on our arrival at Matamoras. This authority was verbal and not in writing. These goods were to be delivered at Matamoras for the real account, risk, or benefit of my father, uncle, and myself. We owned the same in equal shares. It was my intention to settle at Matamoras, and sell the goods in question myself. I have never been there. From my connection with these goods I know that if they should be restored and unladen at their destined port, they will belong to the parties I have already named. I am unable to answer this interrogatory so far as it relates to the other cargo on board.

17. To the seventeenth interrogatory he says: Three sets of bills of lading, consisting of four in each set, were signed for the cargo owned by myself and partners. I gave up four bills of lading to the prize officer. They were all pure, and no others were signed different from those found on board at the time of capture.

18. To the eighteenth interrogatory he says: All the papers I had in my possession of the kind enquired about in this interrogatory were given up by myself to the prize officer, Acting Master Lewis, of the "Vanderbilt." I have none whatever in my possession.

19. To the nineteenth interrogatory he says: I am unable to give the degrees of latitude and longitude of the place of capture. The capture was made about two o'clock in the afternoon of the 25th February, 1863, a few miles off the coast of St. Thomas, and not near to any State or Territory of the United States. I never saw or heard of any charter-party being signed for the voyage in question.

20. To the twentieth interrogatory he says: I don't know what papers were on board the vessel when she left St. Thomas. The same day we arrived at St. Thomas Captain Jarman ordered a package to be destroyed. It was in the charge of Mr. Mohl, a passenger. He gave it up at the captain's request to be so destroyed. I suppose it was destroyed. I don't know for what reason it was destroyed. I don't know what the package contained. We were in sight of St. Thomas at the time. I don't remember whether or not it was destroyed before or after we were hailed by the U. S. steamer "Alabama." We were hailed by that vessel the morning of the day we reached St. Thomas. We anchored about half past two o'clock in the morning. The package was very small. I never saw it but once, and then it was in Mr. Mohl's possession. I never knew what it contained. It was destroyed because Mr. Mohl objected to its being opened. At Falmouth Captain Jarman said we must deliver up any and all sealed packages, as he should not carry any. Mr. Mohl had the one in question, but did not give it up at the time, and it was not given up until the morning of the day of our arrival at St. Thomas, where it was destroyed, as I have above stated. Nothing else was destroyed or concealed to my knowledge. I am unable to answer this interrogatory any further.

21. To the twenty-first interrogatory he says: I knew, and I suppose all on board knew, of the war between the North and South, and of the blockade of the ports of the South by the naval forces of the United States.

22. To the twenty-second interrogatory he says: St. Thomas was not a blockaded port. I never received any notice or warning of the blockade of the Southern ports other than from general information. I don't know what notice others may have had. No notice in writing was ever endorsed on our ship's papers to my knowledge.

23. To the twenty-third interrogatory he says: We were boarded by an officer from the U. S. steamer "Alabama" the day we arrived at St. Thomas, and our papers were probably exhibited to him. I was not present, and don't know what passed between Captain Jarman and him. He did not endorse our register. He said he had no power to do so.

24. To the twenty-fourth interrogatory he says: I never heard that the "Peterhoff" at any time ever sailed to or attempted to enter any blockaded port whatever. She never has, to the best of my knowledge and belief.

25. To the twenty-fifth interrogatory he says: She has never before been seized as a prize.

26. To the twenty-sixth interrogatory he says: I have sustained great loss by the capture. I am unable to give the amount thereof. I have received no satisfaction therefor nor any promise of any.

27. To the twenty-seventh interrogatory he says: My portion of the cargo is insured for £11,500 in Lloyd's for the voyage from London to Matamoras, with liberty to stop at St. Thomas or Jamaica. The premium was under five pounds; I think about ninety-seven shillings. It was insured in January, 1863, by my father and uncle, through Bennett & Wake, brokers.

21 28. To the twenty-eighth interrogatory he says: On our arrival at Matamoras I was to hold the cargo, and take my chance in the market for the sale thereof.

29. To the twenty-ninth interrogatory he says: My portion of the cargo is of English manufacture. I cannot answer for the remainder thereof.

30. To the thirtieth interrogatory he says: The cargo was put on board from the dock in London, in December, 1862.

31. To the thirty-first interrogatory he says: I don't know of any other papers than those received by the prize officer. There may be some elsewhere. I don't know of any such.

32. To the thirty-second interrogatory he says: All the vessel's papers, and all the papers relating to the cargo, were delivered by Captain Jarman and ourselves to the prize officer, Acting Master Lewis, of the "Vanderbilt," on the day of capture. I don't know where they now are. I delivered four bills of lading, set of invoices for the entire lot of my goods, and Mexican consul's certificate of proper shipment of goods, to the officer. These were all the papers I had relating to the cargo.

33. To the thirty-third interrogatory he says: Bulk was not broken before or after capture as yet to my knowledge, except all the stores in the fore-part of the vessel were taken by the prize crew, put on board, and were used by them.

34. To the thirty-fourth interrogatory he says: There were seven passengers on board, and none were secreted at the time of capture. They are named as follows: S. J. Redgate, R. Bowden, Mr. Ellsworth, Mr. Mohl, Mr. Edwards, Mr. Heyck, and myself. Mr. Mohl and Mr. Heyck are Germans, as I believe. The remainder are Englishmen, with the exception of Mr. Edwards, who told me he was an American. I don't know the rank, profession or occupation of any of them. They came on board at London and Plymouth, and were bound to Matamoras, but I don't know where they were finally destined. Mr. Redgate and Mr. Bowden had some authority or control over a portion of the cargo, but I don't know which, nor the extent thereof. No persons were hid on board. No citizens of the Confederate States were on board. Mr. Edwards said he was born in the Northern States. I know nothing at all concering the business or intentions of any of the passengers further than I have herein stated.

35. To the thirty-fifth interrogatory he says: All the papers found on board were true and fair, to the best of my knowledge. I had a passport from the English government, vised by the Mexican consul at London, to go to Mexico and travel there. I have it now in my possession. I have
22 not written or signed any letters or papers relating to the vessel or her cargo.

36. To the thirty-sixth interrogatory he says: I know nothing about navigation. Upon the appearance of the "Vanderbilt" we did not attempt to elude or get away from her. We had not got the screw to work at the time of capture. She came out of the harbor and overhauled us, and we at once came to, after hearing a hail from her to do so. I am unable to answer this interrogatory any further.

37. To the thirty-seventh interrogatory he says: I am unable to answer this interrogatory.

38. To the thirty-eighth interrogatory he says: No guns were mounted on board the vessel, and no arms or ammunition belonged to her, to my knowledge. None of the articles herein enumerated were on board to the best of my knowledge, information, and belief, other than I have already stated.

39. To the thirty-ninth interrogatory he says: I have already stated all that I know or believe, to the best of my knowledge and belief, regarding the real and true property and destination of the said vessel and her cargo at the time and place of capture.

40. To the fortieth interrogatory he says: The "Peterhoff" never sailed under the convoy of any ship or vessel, to my knowledge or belief.

41. To the forty-first interrogatory he says: I have already answered this interrogatory as fully as I can.

42. To the forty-second interrogatory he says: The "Peterhoff" never sailed carrying any license or commission as a privateer, letter of marque and reprisal, to my knowledge or belief.

43. To the forty-third interrogatory he says: The "Peterhoff" never sailed or acted in company or concert with any armed vessel or vessels for any purpose whatever.

G. W. ALMOND.

Formal verification.

23 District court of the United States for the southern district of New York.

Deposition of Robert Bowden, (passenger,) a witness produced, sworn, and examined in preparatorio on the first day of April, in the year eighteen hundred and sixty-three, at the office of E. H. Owen, U. S. prize commissioner, 72 Wall street, New York City, on the standing interrogatories established by the district court of the United States for the southern district of New York, the said witness having been produced for the purpose of such examination by E. Delafield Smith, esq., U. S. district attorney, in behalf of the captors of a certain ship or vessel called the "Peterhoff," and her cargo.

1. To the first interrogatory he says: I was born in Scotland, but have been living off and on in London for the past two years. Matamoras, Mexico, was to have been my home. I am unmarried. I am a British subject, and owe allegiance to the queen of Great Britain.

2. To the second interrogatory he says: I was present at the capture of the vessel and cargo.

3. To the third interrogatory he says: The capture was made about three p. m. on the 25th of February, 1863, within a few miles to the southward of the harbor of St. Thomas. I cannot give the exact distance. The vessel

and cargo were then taken to Key West, where they remained ten or twelve days; thence to Port Royal, and thence to New York. The vessel taken had no commission to make prizes. I heard she was captured because they said she was going to run the blockade.

4. To the fourth interrogatory he says: The vessel sailed under the English flag, and had no other colors on board that I am aware of, except Marryatt's Code of Signals; all English vessels carry them.

5. To the fifth interrogatory he says: No resistance was made to the capture, and no guns were fired. The U. S. war steamer "Vanderbilt" made the seizure. I do not know her force. I do not whether any other vessels were in sight, for I was confined below at the time of capture. The steamer captured was a merchantman. I have heard that she belongs to a Mr. Spence, of London.

6. To the sixth interrogatory he says: I do not know whether the "Vanderbilt" had any commission to act in making the seizure. The "Peterhoff" has not been condemned to my knowledge.

7. To the seventh interrogatory he says: The name of the captured
24 vessel is the "Peterhoff," and the name of her captain was Stephen Jarman. I have known him and the vessel for about four months. He is an officer of the Royal Naval Reserve, and so he must be an English subject. I think he lives at Ramsgate. I cannot answer the remainder of this interrogatory.

8. To the eighth interrogatory he says: The "Peterhofi" is an iron steamer of about seven hundred tons, English register. I cannot answer this interrogatory any further.

9. To the ninth interrogatory he says: I was a passenger on board at the time of capture, and held bills of lading for a part of the cargo. I do not know who owned the remainder thereof. I had no interest in the vessel. The value of my share of the shipment was between twenty and twenty-five thousand pounds sterling at London.

10. To the tenth interrogatory he says: I first saw the steamer at London in December, 1862, and have known her ever since. She carried no guns to my knowledge. She is English built. I believe her name has always been the "Peterhoff." I have never heard of any other.

11. To the eleventh interrogatory he says: The voyage wherein the vessel was captured commenced at London, in January, 1863; thence to Plymouth for passengers; thence to Falmouth under stress of weather. She sailed from Falmouth on the 27th of January, for Matamoras, with liberty to call at St. Thomas or Jamaica for coal or other purposes connected with the voyage. She stopped at St. Thomas from the 20th to the 25th of February. On the morning of the 20th of February, previous to entering St. Thomas, she was overhauled by the U. S. steamer "Alabama," her papers examined and passed. She was bound for Matamoras on this voyage and from that place she was to return to England, where the voyage was to have terminated. When the steamer left England she had on board a cargo of general merchandise, consisting of boots and shoes, blankets and hosiery. I have heard there were also printed calicoes, nails, and other articles of that kind on board. There were no goods contraband of war or prohibited by law, to the best of my knowlegde and belief. The cargo was the same at the time of capture as when we sailed from England; nothing was taken on and nothing discharged except, as I have heard, some articles were taken on at St. Thomas. I think they were ship stores.

12. To the twelfth interrogatory he says: I do not know whether there was any passport or sea brief on board. I believe the steamer had all the necessary ship's papers on board. I have heard she was built for the Baltic trade, and that she has made one voyage to Nassau. I do not know what

cargo she carried. This is all I know or have heard concerning any
25 former voyage or concerning any former cargo. St. Thomas was the last clearing port before capture.

13. To the thirteenth interrogatoty he says: I have already answered this interrogatory to the best of my knowledge, information, and belief.

14. To the fourteenth interrogatory he says: I believe Mr. Spence, before mentioned, was the owner of the vessel at the time of capture. I have seen his name on the register, and he has the general reputation of being the owner. I believe him to be a British subject. He does business in London. This is all I can answer in regard to him. I believe the entire cargo was owned by the shippers, as they appear upon the bills of lading, or the parties in Matamoras to whom they were consigned. I cannot give their names. I held bills of lading for boots and shoes from James Wetherell & Co., of Northampton; for hosiery, from Hine, Mundeller & Co., of London; for shirts, from Robert Sinclair & Co., of London; for boots, shoes, and blankets, from Brodie & Co., of London; for cloths and other articles, from Thomas Edgely & Co., of London; and for bunting, from Benjamin Jewett, of London. All these firms were the owners of these above-named goods respectively. I believe they are all British subjects. They do business in England. I intended to do business in Matamoras as a commission merchant, and these goods were consigned to me for sale. I cannot answer this interrogatory any further.

15. To the fifteenth interrogatory he says: I cannot answer this interrogatory.

16. To the sixteenth interrogatory he says: I have already given the names of the laders of the cargoes as fully as I am able. I omitted to state that I hold bills of lading for hosiery from Wilson & Armstrong, of London. Part of the cargo was consigned to me, as I have already stated, but I cannot answer as to whom the remainder was consigned. The goods were to be delivered at Matamoras for the account, risk, and benefit of the shippers of the same.

17. To the seventeenth interrogatory he says: I do not know how many bills of lading were signed for the goods on board the vessel. I believe them all to be true and fair.

18. To the eighteenth interrogatory he says: I believe all the papers and writings of every kind relating to the vessel or cargo are in possession of the prize master or of the prize commissioners.

19. To the nineteenth interrogatory he says: I cannot give the latitude or longitude of the place of capture. It was near the Island of St. Thomas, in the West Indies. We were boarded by the U. S. officers from the "Vanderbilt," at about two o'clock in the afternoon of the 25th of February, 1863.
The capture was made and we were in the possession of the U. S.
26 officers at about three. I know nothing of any charter-party for the voyage.

20. To the twentieth interrogatory he says: I cannot state what papers were on board when we left St. Thomas before being seized as a prize. No papers of any kind were burnt, torn, thrown overboard, destroyed, canceled or attempted to be concealed, to the best of my knowledge, information, or belief.

21. To the twenty-first interrogatory he says: At the time and place of capture, I did not know, nor did the captain of the "Peterhoff" know, that such a place was at war with the United States, or blockaded by U. S. vessels. I knew generally of the blockade of the Southern ports of the United States, and I obtained my knowledge in England.

22. To the twenty-second interrogatory he says: The steamer did not attempt to enter any blockaded port. I cannot answer the remainder of this interrogatory.

23. To the 23d interrogatory he says: On the morning of February 20th, 1863, before entering St. Thomas, the registers and other papers of the "Peterhoff" were shown and examined by the officers of the U. S. gunboat "Alabama," and the vessel was then allowed to proceed. I understand the officers of the "Alabama" declined to endorse these papers, saying they had no authority to do so.

24. To the twenty-fourth interrogatory he says: I do not believe the "Peterhoff" ever attempted to enter or sail from any blockaded port.

25. To the twenty-fifth interrogatory he says: I think the steamer in question has never before been seized as a prize.

26. To the twenty-sixth interrogatory he says: I have sustained a serious loss by the capture in time, business, and other respects. I cannot compute it at present. I have received no indemnity, nor promise of any.

27. To the twenty-seventh interrogatory he says: I cannot answer this interrogatory. The part of the cargo which I represented was insured or partially insured. I cannot answer this interrogatory any further.

28. To the twenty-eighth interrogatory he says: If we had arrived at Matamoras, the part of the cargo which I represented would have taken the chance of the market for its sale, and the proceeds were to be returned. I cannot answer as to the remainder of the cargo.

29. To the twenty-ninth interrogatory he says: The cargo was of English manufacture.

30. To the thirtieth interrogatory he says: I cannot say how the cargo was ladened on board. The steamer was at the time lying in the Victoria Docks, London.

27 31. To the thirty-first interrogatory he says: I cannot answer this interrogatory.

32. To the thirty-second interrogatory he says: The prize master at the time of the capture took away all the papers relating to the vessel and cargo, and I believe they are now in his possession, or in that of the prize commissioners.

33. To the thirty-third interrogatory he says: Bulk has not been broken that I am aware of.

34. To the thirty-fourth interrogatory he says: There were seven passengers on board; all were bound from England to Matamoras. They were myself, Messrs. Redgate, Ellsworth, Mohl, Edwards, Heyck, and Almond. I do not know their business. Messrs. Redgate and Almond and myself had some interest in the cargo. I do not know what their interest was. They were British and Germans. There were no citizens of the United States or of the Confederate States, that I am aware of. No one had any commission to my knowledge or belief. Nobody was secreted or confined at the time of the capture.

35. To the thirty-fifth interrogatory he says: All the papers found on board were true and fair, to the best of my belief. I had a passport for Matamoras, Mexico, from Earl Russell. I have not written or signed any letters or papers in regard to the vessel or cargo. I cannot answer the remainder of this interrogatory.

36. To the thirty-sixth interrogatory he says: When we were first pursued we were steering the usual course for Matamoras. The course of the vessel was not altered when we saw the "Vanderbilt." At all times when the weather would permit the course of the steamer was directed towards the port for which she was destined, according to her papers, and at no time was she steering wide or away from such place.

37. To the thirty-seventh interrogatory he says: I have already answered this interrogatory as fully as I am able.

38. To the thirty-eighth interrogatory he says: No guns were mounted on the steamer, and none of the articles herein enumerated were on board, to the best of my knowledge, information, and belief. Nothing was thrown overboard to prevent suspicion.

39. To the thirty-ninth interrogatory he says: I have already answered, according to the best of my knowledge and belief, regarding the real and true property and destination of the vessel and cargo at the time of capture.

40. To the fortieth interrogatory he says: I cannot answer this interrogatory.

41. To the forty-first interrogatory he says: I do not think that the
28 vessel inquired about has ever attempted to enter or sail from any port blockaded by the arms or forces of any belligerent power.

42. To the forty-second interrogatory he says: I believe the "Peterhoff" has never sailed with any commission to make prizes, or with any letter of marque or reprisal.

43. To the forty-third interrogatory he says: The steamer has never to my belief sailed or acted in company or concert with any vessel engaged in making prizes.

ROBERT BOWDEN.

Formal verification.

District court of the United States for the southern district of New York.

Deposition of Stephen Jarman, (captain,) a witness produced, sworn, and examined in preparatorio, on the 1st day of April, in the year eighteen hundred and sixty-three, at the office of the U. S. prize commissioners, 39 Chambers street, on the standing interrogatories established by the district court of the United States for the sonthern district of New York, the said witness having been produced for the purpose of such examination by E. Delafield Smith, U. S. district attorney, in behalf of the captain of a certain ship or vessel called the "Peterhoff."

1. To the first interrogatory he says: I was born in England. I now live where I was born, in Ramsgate, Kent. I am a subject of Great Britoin, and owe allegiance to that crown. I am married, and my family live in Kent.

2. To the second interrogatory he says: I was present at the capture of the "Peterhoff."

3. To the third interrogatory he says: The seizure was made on the 25th day of February last, off the harbor of St. Thomas, and we were carried first to Key West, and from thence to this port, stopping at Port Royal. I have no commission authorizing me to make prizes. I don't know why we were seized.

4. To the fourth interrogatory he says: I sailed under British colors, and had no other national colors on board.

5. To the fifth interrogatory he says: No resistance was made to the capture. No guns were fired. The capture was made by the United States steamer "Vanderbilt." There were three other men-of-war in sight
29 belonging to the United States navy. They were at anchor, and not engaged in the capture. Their names were the "Wachusett," the "Oneida," and a sailing ship; her name I do not remember. My vessel is a merchantman. She is owned by J. Spence, esq., of London. I do not know the force of the "Vanderbilt."

6. To the sixth interrogatory he says: The "Vaderbilt" was commissioned by the United States government. She made the capture.

7. To the seventh interrogatory he says: The vessel captured is called the "Peterhoff." I was her commander. I was appointed to the command by Mr. Joseph Spence above named, the owner, in London. I have known the "Peterhoff" since about the 10th of December last. She was delivered to me by Mr. Spence, in London.

8. To the eighth interrogatory he says: The registered tonnage is 669 tons, English measurement. Her company, officers, and crew, all told, was thirty persons, chiefly English, all on board at the time of the capture. They all came on board at London or in Plymouth. I shipped them through a shipping master.

9. To the ninth interrogatory he says: I belonged to the vessel and was her captain. I had a small speculation of my own on board, a few stores and othef property, as captains usually have. I had no interest in the vessel. I had no other interest in the cargo and my property paid no freight, and had nothing to do with the ship's cargo. None of the ship's company had any interest in the vessel or cargo. The value of my property on board is about one thousand pounds at what it cost in London and St. Thomas.

10. To the tenth interrogatory he says: I have known the vessel since about the 10th of December last. I first saw her in London about that time. She had one gun, a one-pounder, and no more. There were thirty-seven persons on board, including seven passengers. The vessel is English-built. I never knew her by any other name than the "Peterhoff."

11. To the eleventh interrogatory he says: The vessel was bound to the port of Matamoras. The voyage began at London, and was to have ended in England, at Liverpool or London. She carries a general cargo of merchandise. She has now the same cargo as she had when she left London. It was put on board in December last; a part of it in January. She had no goods which I consider contraband of war.

12. To the twelfth interrogatory he says: She had the ordinary ship's papers only. She sailed from London, touched at Plymouth and Falmouth in stress of weather, at St. Thomas for coal, near which port she was captured. Her previous voyage, so far as I know, was from England to Nassau and back to Liverpool. I do not know what her cargo was on that voyage. She must have had some cotton. Her last clearing port was London. Her papers were in the custom-house at Falmouth, where we lay for some time in a gale of wind. I cleared from London, I think, on the 6th or 7th of January, and I left Falmouth on the 27th of January last.

13. To the thirteenth interrogatory he says: Her present cargo is assorted, and consists of general merchandise, which was put on board in London in December and January last. I know the cargo consists of some kegs of nails, a little iron, cases and bales which I suppose are dry goods, some large bellows, a few anvils. I cannot specify any further.

14. To the fourteenth interrogatory he says: The vessel is owned by Joseph Spence, of London. The cargo is owned by merchants in London, represented by three passengers who were on board. I represent the owners' share of the cargo, *i. e.* the share of Spence & Company; they have a share of not above one eighth, I suppose. I know by the bills of lading who the owners are. I think it is all represented by my three passengers and myself, except a few parcels or cases on board, which are by a bill of lading endorsed to Burchard & Co.'s successors, of Matamoras. They are all English owners except the last named. I do not know what countrymen they are. The English owners, I think, all reside in London, and I suppose are English subjects.

15. To the fifteenth interrogatory he says: There was a bill of sale of the vessel to J. Spence, in London, which I saw the day I took command of her.

I do not know who sold her. I took a new register of her on or about the 10th or 12th of December last. This sale was made in London on or about that date. I do not know who was present or witnessed the sale. I do not know of any engagement beyond what appears on the bill of sale. I think the sale was made by Mr. Pearson, or Parsons. I last saw this bill of sale in London. I suppose it is in the custom-house in London, as the ship has a new register.

16. To the sixteenth interrogatory he says: The cargo found on board was put on board in London, in December and January last. The names of the laders and owners of the cargo, I think, are all named in the bills of lading which were found on board. I do not remember all their names. Spence & Co. owned a part; Wilson & Bowles, Ford & Curtis, and Read Louch. I do not recollect any other names. These are the ones who are interested with Spence & Co. They are all English, and all reside in London. So far as I know, all the cargo is for the real account, risk, and benefit of those who appear by the bills of lading to be the owners. I cannot specify the qualities and quantities.

31 17. To the seventeenth interrogatory he says: I think there are five and twenty or thirty bills of lading; none were false or colorable and none were different from those found on board at the time of capture, to my knowledge.

18. To the eighteenth interrogatory he says: I have no other papers, and had none relating to the vessel and cargo except what I delivered up at the time of capture.

19. To the nineteenth interrogatory he says: I do not remember the latitude or longitude of the capture. The capture was made off the mouth of the harbor of St. Thomas, on the 25th day of February last. There was a charter-party, or copy on board with the papers at the time of capture, signed by Spence, Bennett, and Wake.

20. To the twentieth interrogatory he says: You have all the papers which were on board at her last clearing port. None connected with the voyage, the ship, or cargo were destroyed. I tore up some letters from my wife and father at the time on capture. None other were destroyed, to my knowledge, by any person. None were concealed or in any way disposed of to my knowledge.

21. To the twenty-first interrogatory he says: I knew about the war in America, and I knew of the blockade of the principal ports of Charleston, the Mississippi, &c. I knew this before I left England.

22. To the twenty-second interrogatory he says: I knew the above ports were under an order of blockade by the government of the United States. I was spoken and boarded by the United States ship "Alabama" on this voyage; my papers were examined, but my papers were not endorsed. I was allowed to proceed. I was spoken by the "Alabama" about two miles from St. John's Island, and seven from the harbor of St. Thomas, on the 20th day of February last.

23. To the twenty-third interrogatory he says: I have answered this question in my last answer.

24. To the twenty-fourth interrogatory he says: I do not know of any attempt by this vessel to run the blockade at any time.

25. To the twenty-fifth interrogatory he says: I have sustained considerable loss by the seizure. In case my property should not be restored I shall sustain a considerable loss. I have no means of computing my loss in the present condition of affairs. I have received no indemnity or satisfaction in any way from any one.

27. To the twenty-seventh interrogatory he says: The vessel is insured, and I believe the cargo is. I know no particulars

28. To the twenty-eighth interrogatory he says: If I had arrived at my destined port, the property would have become the property of the
32 consignees, *i. e.*, for the time being; the property was represented by the passengers who were on board.

29. To the twenty-ninth interrogatory he says: The property was the produce or growth of England, except a small quantity of tea which was on board.

30. To the thirtieth interrogatory he says: The cargo was put on board from the Victoria Docks, by the Victoria Dock Company, in London.

31. To the thirty-first interrogatory he says: I know of no paper of any kind relating to the vessel and cargo in any country except those delivered to the captors.

32. To the thirty-second interrogatory he says: No papers were delivered out of the vessel in any way whatever to my knowledge.

33. To the thirty-third interrogatory he says: Bulk was not broken after I left London until after the capture.

34. To the thirty-fourth interrogatory he says: There were eight passengers on board when I left London or Plymouth. Their names were as follows: Samuel (or S.) Redgate, Robert Bowden, G. Wellesley Almond, Mr. Mohl, Mr. Edwards, Mr. Heyck, Mr. Ellsworth. The last four left me while I was at Key West, having no interest in the cargo; one other left at Falmouth, he having joined the ship at Plymouth. The three first named are in charge of a large portion of the cargo, and are now here; they hadno commission of any kind; they were taken on board in London or Plymouth, and were destined to Matamoras; one of them, Mr. Almond, may be an owner, or part owner; I do not know certainly. I do not know that the others are interested except as agents; none of the eight passengers were citizens of the United States to my knowledge; probably Mr. Edwards may have been; no persons were secreted on board.

35. To the thirty-fifth interrogatory he says: All the papers found on board are true and fair to the best of my knowledge and belief; none are false or colorable to my knowledge. There were no other papers of any kind except as already stated. I have signed no papers concerning the vessel or cargo since her capture.

36. To the thirty-sixth interrogatory he says: I was steering when captured towards Matamoras; my course was not altered upon the appearance of the capturing vessel; her course was not at all times directed to her port of destination as shown on her papers; her course was not altered at any time to any port or place, except where and to such ports as I have already stated.

37. To the thirty-seventh interrogatory he says: The vessel has been sold, as I have already stated, to Mr. Spence. I know of no other sale. I
33 do not know what was paid for her. I don't know that she was paid for at all, except from the fact that Mr. Spence has the register and had possession of the vessel, which could not have been obtained without payment. I believe the sale was truly made, and not for the purpose of covering or concealing the property, and if she is restored, she will belong to Mr. Spence.

38. To the thirty-eighth interrogatory he says: There were no mounted guns on board. There were no arms or parts of arms; no warlike instruments of any kind, and no cargo of any kind, to my knowledge, except such as I have described to the best of my knowledge, and the private arms of the officers and passengers, which were taken and kept by the captors.

39. To the thirty-ninth interrogatory he says: I have already stated all I know and believe relative to the true character and destination of this vessel and cargo.

40. To the fortieth interrogatory he says: She never sailed under the convoy of any ship or ships of war to my knowledge.

41. To the forty-first interrogatory he says: She never attempted to enter any port under blockade, to my knowledge.

42. To the forty-second interrogatory he says: She never carried a license as privateer, or letters of marque, to my knowledge.

43. To the forty-third interrogatory he says: She never sailed or acted in company or concert with any armed vessel or vessels, to my knowledge.

STEPHEN JARMAN.

Subscribed and sworn to before me this 1st day of April, 1863.

HENRY H. ELLIOTT,
U. S. Prize Commissioner.

34 District court of the United States for the southern district of New York.

Deposition of Henry Bound, (first officer,) a witness produced, sworn, and examined in preparatorio on the first day of April, in the year eighteen hundred and sixty-three, at the office of the U. S. prize commissioners for the southern district of New York, at No. 39 Chambers street, New York, on the standing interrogatories established by the district court of the United States for the southern district of New York, the said witness having been produced for the purpose of such examination by E. D. Smith, U. S. district attorney, in behalf of the captors of a certain ship or vessel called the "Peterhoff."

1. To the first interrogatory he says: I was born in Dorchester, England. I now reside in London, where I have lived partly the last thirteen or fourteen years. I am a subject of Great Britain, and am not married.

2. To the second interrogatory he says: I was on board the "Peterhoff" at the time of her capture.

3. To the third interrogatory he says: The vessel was captured off St. Thomas, W. I., and first taken to Key West, U. S. The "Peterhoff" had no commission or authority to make prizes. I do not know for what reason she was captured.

4. To the fourth interrogatory he says: The "Peterhoff" sailed under British colors, and had no other national colors on board.

5. To the fifth interrogatory he says: No resistance was made at the time of the capture, and no guns were fired. The capturing vessel was the U. S. N. steamer "Vanderbilt," and there were in sight at the time three other U. S. navy vessels laying in the harbor of St. Thomas, one of which was the "Wachusetts." I do not recollect the name of the others. The "Peterhoff" was a merchant steamer. The "Vanderbilt" is a U. S. war steamer.

6. To the sixth interrogatory he says: The capturing vessel, being a war vessel, had authority to make prizes. The vessel seized has not been condemned.

7. To the seventh interrogatory he says: The captured vessel was called the "Peterhoff," and was commanded by Captain Stephen Jarman. I suppose the owner of the vessel appointed him. I have known the vessel since about the 22d December, 1862, and the captain about the same time.
35 He took possession of the ship in London. I do not know when or who delivered her over to him. I think the captain and his family live at Ramsgate, England. I do not know for how long a period. He is a subject of Great Britain, and I think was born there.

8. To the eighth interrogatory he says: The "Peterhoff" is about six hundred and seventy-five tons burthen, new measurement. There were thirty of the ship's company belonging to her and on hand at the time of

her capture. They are mostly English. Three of the men came on board at Plymouth, England, and the balance in London before sailing. They were hired by the captain in London, except the three whom I shipped at Plymouth, all some time in January, 1863.

9. To the ninth interrogatory he says: I belonged to the vessel as first officer at the time of her capture. I had no interest in any way in the vessel or cargo. I believe some of the passengers owned or were interested partly in the cargo, but I do not know to what extent.

10. To the tenth interrogatory he says: I have known the vessel only since December, 1862, and first saw her then. When I joined her she carried one small signal gun, and no other. There were thirty men on board of her before her capture. I think the vessel was built at Hull, and I never heard that she was called by any other name than the "Peterhoff."

11. To the eleventh interrogatory he says: The vessel, when captured, was bound to Matamoras. The voyage began in London, and was to have ended in England. The cargo consisted of assorted goods, partly of nails, iron, dry goods, tin, and general cases of merchandise, at the time of sailing, and was the same when seized. The cargo was put on board during the months of December, 1862, and January, 1863. I know of no contraband goods on board.

12. To the twelfth interrogatory he says: The vessel had no passports or sea briefs on board. The vessel put in at Falmouth, England, in bad weather, and sailed thence to St. Thomas, W. I. I do not know of any previous voyage of the ship, or the nature of her cargoes.

13. To the thirteenth interrogatory he says: The vessel carried a cargo of general merchandise, which was on board at the time she was taken. It was put on board in December, 1862, and January, 1863. I do not know the particular quantities and qualities.

14. To the fourteenth interrogatory he says: The vessel belonged to Pile, Spence & Co. I do not know the owners of the cargo. I believe a portion of it belonged to Mr. Spence. They live in England with their families, and are subjects of Great Britain.

15. To the fifteenth interrogatory he says: I know of no sale, or bill of sale, of the vessel.

36 16. To the sixteenth interrogatory he says: The cargo found on board the vessel when captured was all put on board in London, in December, 1862, and January, 1863. I do not know the names of the consignees of the cargo, or of the laders or owners, or to whom it would belong if restored and unladen at the destined port.

17. To the seventeenth interrogatory he says: I cannot tell exactly how many bills lading were signed for the cargo. I know of no false ones.

18. To the eighteenth interrogatory he says: I am not aware of any bills lading on board to prove any ownership of the cargo in myself or any other persons who were on board or elsewhere.

19. To the nineteenth interrogatory he says: I cannot recollect the latitude and longitude of the vessel when captured. It was on Wednesday, the 25th February, 1863, about three miles from St. Thomas, W. I. I think there was a charter-party signed, but do not know positively.

20. To the twentieth interrogatory he says: The ship had her usual papers, clearance, register, &c., all of which were on board when captured, and none were destroyed or concealed in any way.

21. To the twenty-first interrogatory he says: I knew of the blockade of the southern ports, and of the war of the United States.

22. To the twenty-second interrogatory he says: The vessel was not near a port under blockade when taken.

23. To the twenty-third interrogatory he says: The vessel was boarded by the U. S. gunboat "Alabama" previous to the capture, and the papers all looked over by her officers. I think he did not endorse them.

24. To the twenty-fourth interrogatory he says: I never heard that the vessel attempted to run into a blockaded port.

25. To the twenty-fifth interrogatory he says: The vessel has never been seized before as prize.

26. To the twenty-sixth interrogatory he says: I have sustained no loss by the capture, except in case my instruments and books are taken.

27. To the twenty-seventh interrogatory he says: The vessel was insured, partly in London and Paris. I know no particulars in regard to insurance.

28. To the twenty-eighth interrogatory he says: I do not know to whom the cargo would belong if landed at its destination.

29. To the twenty-ninth interrogatory he says: I suppose the cargo was manufactured in England.

30. To the thirtieth interrogatory he says: The cargo was partly put on board from the Victoria Docks, at London, and partly from lighters direct from the wharf.

31. To the thirty-first interrogatory he says: I know of no papers or documents of any description in relation to the vessel or cargo in any other country than the United States, except those in possession of the captors.

32. To the thirty-second interrogatory he says: No papers were at any time taken from the vessel previous to the capture.

33. To the thirty-third interrogatory he says: Bulk was not broken at any time since put on board.

34. To the thirty-fourth interrogatory he says: Messrs. Bowden, Almond, Redgate, Edwards, Heyck, Ellsworth, and Mohl were passengers on the vessel at the capture. Redgate, Edwards, Heyck, and Mohl are from Mexico; the others from England. All are merchants; they came on board at London and Plymouth. Bowden, Redgate, and Almond were, I think, interested in the cargo; the others not, I believe. They were all going to Matamoras. No citizen of the United States was on board, nor any citizens of any States at war with the United States.

35. To the thirty-fifth interrogatory he says: The papers found on board were all true and fair. The passengers on board had regular passports, vised by the Mexican consul.

36. To the thirty-sixth interrogatory he says: The vessel was laying her course toward Matamoras when captured.

37. To the thirty-seventh interrogatory he says: I know of no sale or transfer of the vessel at any time.

38. To the thirty-eighth interrogatory he says: There was no ammunition or arms on board of any description, except the signal gun, and the pistols of the captain, and mate, and passengers, with ammunition for them. There was a cotton press on board not put together.

39. To the thirty-ninth interrogatory he says: I know or believe nothing in regard to the real purpose and object of the vessel and voyage, other than what I have stated.

40. To the fortieth interrogatory he says: The vessel, never to my knowledge, sailed under a convoy.

41. To the forty-first interrogatory he says: I never knew the vessel attempting to enter a blockaded port.

42. To the forty-second interrogatory he says: The vessel never had any authority to take prizes.

43. To the forty-third interrogatory he says: The vessel never sailed in company with any armed vessel.

H. BOUND.

Subscribed and sworn to this 2d day of April, 1863, before me.

HENRY H. ELLIOTT,
U. S. Prize Commissioner.

Formal verification.

38 District court of the United States for the southern district of New York.

Deposition of Walter N. Harris, (second mate,) a witness produced, sworn, and examined in preparatorio on the eleventh day of April, in the year eighteen hundred and sixty-three, at the office of the U. S. prize commissioners, 39 Chambers street, on the standing interrogatories established by the district court of the United States for the southern district of New York, the said witness having been produced for the purpose of such examination by E. D. Smith, U. S. district attorney, in behalf of the captors of a certain ship or vessel called the "Peterhoff."

1. To the first interrogatory he says: I was born in Dublin; I now live in Guilford, Surrey, England; my father and family have lived there since about last August; I am a subject of Great Britain, and owe allegiance to that government; I am not married; my age is 26 years.

2. To the second interrogatory he says: I was present at the capture of the "Peterhoff."

3. To the third interrogatory he says: The capture was made on the 24th or 25th day of February last, off the Island of St. Thomas, some three or four miles from the shore; we had no commission to make prizes. I believe we were seized on suspicion. I don't know exactly why she was captured.

4. To the fourth interrogatory he says: We sailed under English colors, and had no other.

5. To the fifth interrogatory he says: No resistance was made, and no gun fired; we were taken by the U. S. ship-of-war "Vanderbilt," no other man-of-war being in sight; our vessel is a merchantman; she was owned by Pike & Spence, of London, or some other place in England. The "Vanderbilt" carries 14 guns.

6. To the sixth interrogatory he says: I don't know about the commission of the "Vanderbilt;" she is an American man-of-war.

7. To the seventh interrogatory he says: Our vessel is called the "Peterhoff;" the captain is Stephen Jarman. I don't know who appointed him. He was appointed in London, I believe. I have known the vessel since December last, and the captain the same time. I don't know when or where he took possession of her. He was in charge when I joined her. I don't know the residence of the captain, nor where he was born; I think he is an English subject.

39 8. To the eighth interrogatory he says: The "Peterhoff" is registered 669 tons English. Her company all told, I think, are 27 or 28 persons; all on board; they are mostly English or Irish. I think one is a German. All came on board in London or Plymouth at about the same time. The captain shipped most of them. I think the chief mate shipped them in Plymouth.

9. To the ninth interrogatory he says: I belonged to the company of the vessel, and was second mate. I had no interest in the vessel or cargo, and I don't know that any of her company had.

10. To the tenth interrogatory he says: I have known the vessel since December last. I first saw her there in London; she carried only one small

signal gun; she is an English-built vessel; her name the "Peterhoff." I don't know that she has ever been called by any other name.

11. To the eleventh interrogatory he says: We were bound to Matamoras. The voyage began in London, and was to have ended in any port in the United Kingdom—any final port of discharge. She carried from London a largely assorted cargo of merchandise in cases, bales, trunks, &c., &c., which was all on board when captured. The cargo was put on board in London, between the 15th day of December last and the early part of January. I don't know what the cargo consisted of.

12. To the twelfth interrogatory he says: I don't know anything about a passport or sea brief. After we left London we stopped at Plymouth to take on passengers; we then ran back to Falmouth, through stress of weather; thence to St. Thomas. I don't know anything about any previous voyage or her cargoes. I don't know what day she cleared at London; I don't remember the day we sailed from London.

13. To the thirteenth interrogatory he says: Her cargo was a largely assorted general cargo, in cases, bales, trunks, &c. I don't know what was in them. I know nothing about any previous cargo; the present cargo was put on board in December and January last. I don't know anything about the different species or quantities of cargo.

14. To the fourteenth interrogatory he says: Pile & Spence, English merchants; I don't know where their general business is done; they have an office in London. I think they own the vessel; I don't know the owners of the cargo, nor who they are.

15. To the fifteenth interrogatory he says: I don't know anything about any sale of the vessel, or any bill of sale at any time.

16. To the sixteenth interrogatory he says: The cargo found on board was put on board in December and January last. I cannot answer this question any further.

40 17. To the seventeenth interrogatory he says: I know nothing about any bill of lading.

18. To the eighteenth interrogatory he says: I have no papers in my possession, and I don't know anything about any papers relating to the vessel or cargo.

19. To the nineteenth interrogatory he says: I don't remember the latitude or longitude at the capture. It was in sight of St. Thomas Island. I know nothing about any charter-party.

20. To the twentieth interrogatory he says: I don't know what papers were on board the vessel when we left London. I threw overboard, by order of the captain, a square paper package, the contents of which I do not know, about the time of the capture, after the first boarding by the officers of the "Vanderbilt," and before the prize crew took possession, I think; but I cannot say precisely at what time. This paper package was handed me by the captain, or he told me to get it out of the cabin, which I did. While I had it in my possession I handed it to Campbell or some other seaman, and told him to hold it while I was busy, and he did. He afterwards gave it back to me, and I threw it overboard. I told the seaman who held it that, in case a boat from the "Vanderbilt" came alongside, not to let it be seen. The captain told me not to let any one see it. The captain had given me this same paper parcel once before, at the time the "Alabama" stopped us, before we were boarded by the "Alabama." He told me, at that time, to keep this parcel and throw it overboard if he told me to, or that if he made a sign to me, then to throw it over. As I did not throw it overboard then, I gave it back to the captain. The "Alabama" was a United States war steamer of some kind, which boarded us before we went into St. Thomas—on the same day that we went into St. Thomas. I think this was four or five days before we were captured.

21. To the twenty-first interrogatory he says: I knew all about the war with the Southern States, and about the blockade of the Southern ports.

22. To the twenty-second interrogatory he says: I don't know that we received any warning of any kind, nor that the vessel's papers were endorsed. The papers of the vessel were probably examined by the "Alabama;" we were boarded by her; but if they were, I did not see it done.

23. To the twenty-third interrogatory he says: I don't know that the register was examined at any time by any officer of the United States.

24. To the twenty-fourth interrogatory he says: I don't think the vessel ever ran the blockade. She was nearly a new vessel. The vogage
41 before she was under another owner, Mr. Pearson, of Hull. I have heard she went to Nassau on one voyage, but I know nothing about all this but what I have heard from others.

25. To the twenty-fifth interrogatory he says: I don't know that she has ever been seized as a prize before now.

26. To the twenty-sixth interrogatory he says: I have sustained no loss by the seizure of any great consequence; a few articles of but little value.

27. To the twenty-seventh interrogatory he says: I don't know anything about the insurance.

28. To the twenty-eighth interrogatory he says: I don't know who the property would have belonged to if we had arrived at our destined port.

29. To the twenty-ninth interrogatory he says: I don't know what the cargo was, or where it grew or was produced.

30. To the thirtieth interrogatory he says: The cargo was put on board from the Victoria Docks, in London.

31. To the thirty-first interrogatory he says: I don't know anything about any documents or papers of any kind relating to the vessel or cargo.

32. To the thirty-second interregatory he says: I don't know that any papers were delivered out of the vessel or carried away in any manner.

33. To the thirty-third interrogatory he says: The cargo was not disturbed on the voyage.

34. To the thirty-fourth interrogatory he says: There were six or seven passengers on board. I don't know their names, or rank, or occupation. I have heard their names called, but don't know anything about them. I don't know that any were citizens of the United States or of the Confederate States; none were secreted.

35. To the thirty-fifth interrogatory he says: I don't know anything about any of the papers of any kind.

36. To the thirty-sixth interrogatory he says: We were steering towards our destined port, to the westward; the course was not altered on the appearance of the capturing vessel.

37. To the thirty-seventh interrogatory he says: I know the vessel was sold by Pearson, of Hull, to Pile & Spence, but I only know this from hearsay; I know no particulars of the sale.

38. To the thirty-eighth interrogatory he says: There were no mounted guns on board. I don't know that there were any guns or warlike arms or armament or munitions of war of any kind among the cargo. I don't know of what the cargo consists.

42 39. To the thirty-ninth interrogatory he says: I have told all that I know, to the best of my knowledge and belief, regarding the vessel and cargo.

40. To the fortieth interrogatory he says: She never sailed under the convoy of any ship-of-war, so far as I know.

41. To the forty-first interrogatory he says: I don't know that she ever attempted to enter any port under blockade.

42. To the forty-second interrogatory he says: She never carried a license as privateer or letter of marque, so far as I know.

43. To the forty-third interrogatory he says: She never sailed or acted in company or concert with any armed vessel, so far as I know.

WALTER N. HARRIS.

Subscribed and sworn to this 11th day of April, 1863.

HENRY H. ELLIOTT,
U. S. Prize Commissioner.

District court of the United States for the southern district of New York.

Deposition of Christopher Henry Tregidgo, (third officer,) a witness produced, sworn, and examined in preparatorio, on the eleventh day of April, in the year eighteen hundred and sixty-three, at the office of the U. S. prize commissioners, 39 Chambers street, on the standing interrogatories established by the district court of the United States for the southern district of New York, the said witness having been produced for the purpose of such examination by E. Delafield Smith, U. S. district attorney, in behalf of the captors of a certain ship or vessel called the Peterhoff.

1. To the first interrogatory he says: I was born in Falmouth, England, and now and always have lived there; I am a subject of Great Britain; I am not married.

2. To the second interrogatory he says: I was on board the Peterhoff when she was captured.

3. To the third interrogatory he says: The capture was made about four miles off St. Thomas, W. I. The Peterhoff had no commission to
43 make prizes. The vessel was taken on suspicion of the intention to run the blockade.

4. To the fourth interrogatory he says: She sailed under English colors; there were none other on board.

5. To the fifth interrogatory he says: No resistance was made; no guns were fired. The capture was made by the U. S. steamer Vanderbilt; there were no other ships in sight. The Peterhoff is a merchant steamer; the Vanderbilt a U. S. war vessel of fourteen guns.

6. To the sixth interrogatory he says: The Vanderbilt, being a man-of-war, I presume had authority to make the capture. The Peterhoff has not been condemned.

7. To the seventh interrogatory he says: The name of the vessel captured is the Peterhoff; her captain's name is Stephen Jarman; he was appointed to the command by the owners, Messrs. Pile & Spence, in London. I have known the Peterhoff since the 18th of October, 1862, when I first saw her coming into Liverpool, on her last voyage from Nassau. I have known the captain four months; he took possession of the ship in London, about the middle of December; he lives in London with his wife and family; I don't know how long he has lived there or where he was born; he is a subject of Great Britain.

8. To the eighth interrogatory he says: The Peterhoff is 669 tons register. The vessel's company was composed of twenty-nine men; all were on board at the capture; they are all English; came on board partly in Liverpool and partly in London in November, 1862, and January, 1863. They were hired by Captain French in Liverpool, and Captain Jarman in London.

9. To the ninth interrogatory he says: I belonged to the Peterhoff as third officer at the time of the capture; I had no interest in the vessel or cargo, nor had any of the officers or crew.

10. To the tenth interrogatory he says: I have known the Peterhoff since the 18th of October, 1862, and first saw her in Liverpool then; she carried a signal gun only; her crew were all on board when the capture was made; she was built in Hull, England, and has always been called the Peterhoff.

11. To the eleventh interrogatory he says: She was bound to Matamoras; the voyage began at London, and was to have ended at any port of the United Kingdom. She carried a general assorted cargo. She took in about ninety or one hundred cases spirits at St. Thomas. Her cargo was put on board in December, 1862. There were some contraband goods on board, such as boots and shoes, and army clothing and medicines.

44 12. To the twelfth interrogatory he says: She had no passport or sea brief on board. The previous voyage was to Nassau; I don't know what cargo she took out; she brought back cotton. I don't know where she delivered the cargo she carried out; the port of Plymouth was the last port of clearance; she left there about the 18th of January, 1863.

13. To the thirteenth interrogatory he says: The cargo of the Peterhoff consisted of medicines, tin plates, (about five hundred boxes,) blacksmith's bellows and anvils, cotton presses, boots and shoes, bar iron, army clothing, kegs of nails, spades and shovels, carpenters' tools, spirits, some heavy casks, iron work, and bales and cases, and was the same when the ship was captured; it was put on board in December, 1862.

14. To the fourteenth interrogatory he says: The owners of the Peterhoff are Messrs. Pile, Spence & Co. They also owned a part of the cargo. I was on board the ship when they took possession of her. They are subjects of Great Britain, and live in West Hartlepool.

15. To the fifteenth interrogatory he says: I saw no bill of sale; the vessel was bought by the present owners at a mortgagee's sale.

16. To the sixteenth interrogatory he says: The cargo was put on board in Liverpool and London in December, 1862, except the cases of liquor received at St. Thomas. The consignees of the cargo were Burchard & Co., Matamoras; they are Mexicans; I don't know that they have always resided there. I don't know for whose account the goods were to be delivered; the medicines were for Burchard & Co.

17. To the seventeenth interrogatory he says: I can't say how many bills of lading were signed; none were false to my knowledge.

18. To the eighteenth interrogatory he says: I don't know of any papers on board indicating the ownership of the vessel or cargo.

19. To the nineteenth interrogatory he says: I don't know the latitude and longitude the vessel was captured in; it was about four miles to the southward of St. Thomas. I heard that there was a charter-party, but do not know anything about it.

20. To the twentieth interrogatory he says: I don't know what papers were on board the steamer when she sailed, except the English mail for Matamoras. When we were first boarded by the Alabama, going into St. Thomas, the captain sent for the second officer and gave him a packet, with instructions to keep in the fore part of the ship, and if the captain made him a sign he was to throw the packet overboard; and if the boarding officer was between the captain and second officer, so that a sign could not be made, he was to use his own discretion. On the boarding officer returning to the Alabama, the packet was taken aft to the captain. On being

45 first boarded from the Vanderbilt, exactly the same proceedings were carried out, and the packet was again returned to the captain. On the captain perceiving the officer again coming from the Vanderbilt, he gave me the packet, and told me to keep out of the way with it; he then said, "Never mind, fetch the second officer," and the packet was again given to him, the second officer, Mr. Harris. On the captain's observing a prize crew

coming from the Vanderbilt, he called the second officer aft, and after sending for Mr. Mohl, one of the passengers, to witness the necessity for throwing the packet overboard, he then ordered the second officer to throw it overbeard from a part of the ship where it would not be observed from the Vanderbilt, which he did. While the packet was in the fore part of the vessel a man named Campbell had it concealing it. I don't know what the packet contained; I heard the captain speak of it as containing dispatches—he called it dispatches. There were some written papers sent to the stoker to be burned; they were burned by George Duffy, fireman. The packet was sewed up in canvass, and weighted with lead, so that it would sink. Mr. Mohl appeared very much depressed at the necessity of throwing over the packet.

21. To the twenty-first interrogatory he says: The vessel was not captured near any port of the United States.

22. To the twenty-second interrogatory he says: I knew of the blockade of the southern ports of the United States. The Peterhoff was not at any time near any of them.

23. To the twenty-third interrogatory he says: The register and ship papers I suppose were shown to the boarding officer from the U. S. steamer Alabama. I do not know what he did with them.

24. To the twenty-fourth interrogatory he says: I never heard of the Peterhoff having attempted to run the blockade.

25. To the twenty-fifth interrogatory he says: I don't know that the Peterhoff has ever before been seized.

26. To the twenty-sixth interrogatory he says: I have lost nothing by the capture except some of my clothing.

27. To the twenty-seventh interrogatory he says: I don't know whether the vessel or cargo are insured.

28. To the twenty-eighth interrogatory he says: I heard Mr. Heyck, one of the passengers, say that the cargo was to go across the river from Matamoras into Texas. I am very confident of this.

29. To the twenty-ninth interrogatory he says: The cargo was of English manufacture.

30. To the thirtieth interrogatory he says: The cargo was put on board from the wharf.

46 31. To the thirty-first interrogatory he says: I know of no papers relative to the vessel or cargo except those found on board.

32. To the thirty-second interrogatory he says: No papers were at any time delivered out of the vessel to my knowledge.

33. To the thirty-third interrogatory he says: Bulk was not broken during the voyage.

34. To the thirty-fourth interrogatory he says: There were seven passengers on board. Their names were Bowden, Almond, Ellsworth, Heyck, Mohl, Edwards, Redgate. I don't know their rank or occupation. Mohl and Redgate told me they were residents of Texas. Heyck also belongs to Texas. He told me so. They all came on board in England. There was a Mr. Besbie, who came on board in Plymouth and left the ship at Falmouth. I think he was an army officer, as he had his sword with him. I think he was an American. The passengers were going to Matamoras. Edwards told me he must be back into the Southern States by the 1st of March. I believe the passengers were all interested in the cargo except Mr. Bowden. I think he was the supercargo. None were concealed. I heard that four of the passengers ran away from the ship at Key West, and went to Havana. I know of no citizens of the United States on board except those I have stated as from Texas.

35. To the thirty-fifth interrogatory he says: I know of no false papers on board. I do not know of any passport.

36. To the thirty-sixth interrogatory he says: The vessel was steering to clear the land when captured. She did not alter her course.

37. To the thirty-seventh interrogatory he says: I know of no transfer of the vessel except the one above mentioned.

38. To the thirty-eighth interrogatory he says: There were no guns mounted on board, and no cargo, that I know of, except what I have mentioned. The signal gun was below, and not mounted.

39. To the thirty-ninth interrogatory he says: I know nothing further than I have stated concerning the destination of the vessel or cargo.

40. To the fortieth interrogatory he says: The Peterhoff has not sailed under a convoy.

41. To the forty-first interrogatory he says: I never heard of the Peterhoff attempting to enter a blockaded port.

42. To the forty-second interrogatory he says: I think she never sailed as a privateer.

43. To the forty-third interrogatory he says: I think she never sailed in company with an armed vessel.

The witness adds to his reply to the twentieth interrogatory as follows: I have been a midshipman in the British navy, and am accustomed to
47 seeing the form in which dispatches are made up. The packet thrown overboard was put up in the same manner. There was no mark upon it; the ends were loaded with a heavy weight of lead at each end. The first time that I ever saw it, or knew it was on board the ship, was when the Alabama boarded us. I then saw it, and saw at once that it was a package of dispatches. This addition to my reply to the twentieth interrogatory was made at my request. I was born in the year 1843, and am nearly twenty years of age. On reading this testimony, the various alterations and corrections were made by me, or at my request.

(Signed) CHRISTOPHER HENRY TREGIDGO.

Subscribed and sworn to this 11th day of April, 1863.

HENRY H. ELLIOTT,
U. S. Prize Commissioner.

Formal verification.

District court of the United States for the southern district of New York.

Deposition of John Murphy, (chief engineer,) a witness produced, sworn, and examined in preparatorio, on the 13th day of April, in the year eighteen hundred and sixty-three, at the office of the U. S. prize commissioners, 39 Chambers street, New York, on the standing interrogatories established by the district court of the United States for the southern district of New York, the said witness having been produced for the purpose, on such examination, by E. Delafield Smith, U. S. district attorney, in behalf of the captors of a certain ship or vessel called the Peterhoff.

1. To the first interrogatory he says: I was born in Cork, Ireland. I now live in West Hartlepool, England, where I have lived about two years. I am a subject of Great Britain. I am married, and my family reside in West Hartlepool, England.

2. To the second interrogatory he says: I was on board the Peterhoff at the time of the capture.

48 3. To the third interrogatory he says: The capture was made off St. Thomas. The Peterhoff was not authorized to make prizes. She was taken on suspicion of running the blockade.

4. To the fourth interrogatory he says: She sailed under English colors. There were not, to my knowledge, any others on board.

5. To the fifth interrogatory he says: No resistance was made, and no guns fired. The U. S. steamer Vanderbilt made the capture. I saw no other ships in sight. The vessel captured was a merchantman.

6. To the sixth interrogatory he says: I suppose the Vanderbilt had authority to make the capture. The Peterhoff has not been condemned.

7. To the seventh interrogatory he says: The vessel captured was the Peterhoff. Her captain's name, Jarman. I suppose Pile & Spence gave him command at London. I have known the Peterhoff since December, 1862, and the captain about the same time. We took possession of her in London. I don't know anything about him or his family.

8. To the eighth interrogatory he says: I don't know the size of the Peterhoff exactly, or how many men she carried.

9. To the ninth interrogatory he says: I belonged to the vessel, as chief engineer, when she was captured. I had no interest in the vessel or cargo.

10. To the tenth interrogatory he says: I have known the Peterhoff since December last, and first saw her then at Liverpool. She carried no guns. I don't know how many men were on board. She was built at Sunderland, and was always called the Peterhoff.

11. To the eleventh interrogatory he says: The Peterhoff was bound to Matamoras. The voyage commenced at London, and was to have ended at any port in the United Kingdom. I don't know what cargo she carried. There were some blacksmith's tools and nails. The cargo was put on board in London, about December last. I don't know that there were any contraband goods on board.

12. To the twelfth interrogatory he says: I know of no passport or sea brief on board. I don't know what her last voyage or cargo were. The Peterhoff cleared, in the first part of January, from London, and stopped at Plymouth and Falmouth, on her way to St. Thomas.

13. To the thirteenth interrogatory he says: I don't know what the cargo of the Peterhoff consisted of.

14. To the fourteenth interrogatory he says: I don't know who were the owners of the cargo. Pile & Spence owned the ship.

15. To the fifteenth interrogatory he says: I know of no bill of sale.

49 16. To the sixteenth interrogatory he says: The cargo of the "Peterhoff" was put on board in London in December last. I don't know who were the owners.

17. To the seventeenth interrogatory he says: I know nothing about any bills of lading on board.

18. To the eighteenth interrogatory he says: I know nothing of any papers showing the ownership of the vessel or cargo.

19. To the nineteenth interrogatory he says. I don't know the latitude and longitude of the vessel when captured. It was not near any port of the United States. I don't know of any charter-party.

20. To the twentieth interrogatory he says: I know nothing about any papers. Nothing was thrown overboard, to my knowledge, nor was anything burned or destroyed in any way, to my knowledge.

21. To the twenty-first interrogatory he says: I knew about the war between the North and South. I know nothing about the blockade. I have heard about the blockade, but have no knowledge in any way.

22. To the twenty-second interrogatory he says: We were not near any port under blockade, to my knowledge.

23. To the twenty-third interrogatory he says: I don't know anything about any examination of papers.

24, 25, 26, 27, 28, 29. To the twenty-fourth, twenty-fifty, twenty-sixth, twenty-seventh, twenty-eighth, and twenty-ninth interrogatories he says: To each of these interrogatories I have no knowledge.

30. To the thirtieth interrogatory he says: The cargo was taken on board from the Victoria Docks, in London.

31, 32, 33. To the thirty-first, thirty-second, and thirty-third interrogatories he says: He has no knowledge.

34. To the thirty-fourth interrogatory he says: There were six or seven passengers on board. I know nothing about them.

35, 36, 37, 38, 39, 40, 41, 42, 43. To the thirty-fifth, thirty-sixth, thirty-seventh, thirty-eighth, thirty-ninth, fortieth, forty-first, forty-second, and forty-third interrogatories the witness says that he has no knowledge, except as he has already stated.

JOHN MURPHY.

Subscribed and sworn before me this 30th day of April, 1863.

HENRY H. ELLIOTT, *U. S. Prize Commissioner.*

Formal verification.

50 District court of the United States for the southern district of New York.

Deposition of John Murphy, (first assistant engineer,) a witness produced, sworn, and examined, in preparatorio, on the fourth day of April, in the year eighteen hundred and sixty-three, at the office of the U. S. prize commissioners, 39 Chambers street, New York, on the standing interrogatories established by the district court of the United States, for the southern district of New York, the said witness having been produced for the purpose of such examination by E. Delafield Smith, U. S. district attorney, in behalf of the captors of a certain ship or vessel called the "Peterhoff."

1. To the first interrogatory he says: I was born in Dublin; I now live in Liverpool, England, where I have lived two or three years; I am a subject of Great Britain; am not married.

2. To the second interrogatory he says: I was on board the "Peterhoff" at the time of the capture.

3. To the third interrogatory he says: The vessel was seized about seven miles outside the harbor of St. Thomas, W. I. The "Peterhoff" was not authorized to make prizes. I don't know the reason of her seizure, except the pretence that she was going to run the blockade.

4. To the fourth interrogatory he says: She sailed under British colors, and had no other on board, to my knowledge.

5. To the fifth interrogatory he says: No resistance was made to the capture, and being in the engine-rooms, I heard no guns fired. I did not notice any other ships in sight at the time. The "Peterhoff" was a merchant vessel; the capturing vessel was the United States gunboat "Vanderbilt."

6. To the sixth interrogatory he says: I suppose the "Vanderbilt" had the authority to make captures. The "Peterhoff" has not been condemned, that I am aware of.

7. To the seventh interrogatory he says: The vessel captured was the "Peterhoff," commanded by Captain Jarman; he was appointed, I suppose, by the owners of the ship; I have known the vessel since November 25th, 1862, and the captain since about the 28th December, 1862. He took possession in London about that same time by authority of the owners; I do not know where he lives, but think he is married; I don't know where he was born, but think he is a subject of Great Britain.

51 8. To the eighth interrogatory he says: I think the vessel is about six hundred and sixty-nine tons burthen. I do not know how many

men composed the ship's company; they were all British subjects. I do not know when all came on board; the sailors came about 3d January, 1863, at London. They were hired by the captain. The chief engineer hired the firemen.

9. To the ninth interrogatory he says: I belonged to the ship as first assistant engineer at the time she was captured; I had no interest in the vessel or cargo, and am not sure that any of the ship's company had.

10. To the tenth interrogatory he says: I first saw the vessel in Liverpool, 28th November, 1862. She carried only one unmounted single gun. No change occurred in the number of men on board up to the time of capture. The ship is English built. She has always been called the "Peterhoff."

11. To the eleventh interrogatory he says: The vessel was bound to Matamoras. The voyage commenced at London, and was to have ended at any port in England. Her cargo was general merchandise, and was taken on board in December, 1862; I know of no goods contraband of war on board.

12. To the twelfth interrogatory he says: I knew of no passports or sea brief on board. She sailed from London to Plymouth, Falmouth, and St. Thomas, W. I., before she was taken. She did not deliver any cargo at any port. I suppose she last cleared from London about the 8th of January last.

13. To the thirteenth interrogatory he says: The vessel's cargo was assorted merchandise, and the same when captured as when laded. It was put on board about the month of December, 1862. I do not know the different articles composing it. I don't know any particulars about the cargo.

14. To the fourteenth interrogatory he says: The vessel was owned by Pile & Spence, of West Hartlepool, County Durham, England. I suppose they are Englishmen, but know nothing further about them. I do not know who owned the cargo.

15. To the fifteenth interrogatory he says: I do not know of any bill of sale of the vessel, but think she was bought by her present owners quite recently.

16. To the sixteenth interrogatory he says: The cargo was mostly put on board in London, at the time stated; a small portion for ballast was taken at Liverpool. I know nothing about the laders, owners, or consignees of the cargo.

52 17. To the seventeenth interrogatory he says: I know nothing of any bills lading.

18. To the eighteenth interrogatory he says: I know nothing any papers on board at the time of the capture indicating who owned or was interested in the cargo.

19. To the nineteenth interrogatory he says: I do not know the latitude or longitude in which the capture was made. It was just outside the harbor of St. Thomas, on the 25th day of February, 1863. I do not know of any charter-party.

20. To the twentieth interrogatory he says: I do not know what papers were on board the ship at the time she was captured, or of any having been destroyed or concealed. I was told by the second steward that there was some upset by one of the stokers, named George Duffy, and some were thrown overboard by the second mate; the first steward knew of the fact. His name is Thomas Webber.

21. To the twenty-first interrogatory he says: The vessel was not near any blockaded port at the time of her capture.

22. To the twenty-second interrogatory he says: The vessel was not near any port under order of blockade by the U. S. government.

23. To the twenty-third interrogatory he says The vessel was boarded previous to entering St. Thomas, by the U. S. gunboat "Alabama," and her papers were, I suppose, examined by officers of the "Alabama;" I do not know.

24. To the twenty-fourth interrogatory he says: I never heard of any attempt having been made by the "Peterhoff" to run into a blockaded port.

25. To the twenty-fifth interrogatory he says: I never knew of her having been seized as a prize before.

26. To the twenty-sixth interrogatory he says: I have lost nothing by the capture.

27. To the twenty-seventh interrogatory he says: I do not know that the vessel or cargo were insured.

28. To the twenty-eighth interrogatory he says: I do not know to whom the cargo would have belonged if it had reached its destination, or anything about it.

29. To the twenty-ninth interrogatory he says: There were on board, as part of the cargo, some anvils and smith's bellows, of probably English manufacture. I know no further particulars about cargo.

30. To the thirtieth interrogatory he says: The cargo was taken part from the wharf and part by lighters, and not transhipped from any other vessel; and was put on board at Victoria Docks, London.

53 31. To the thirty-first interrogatory he says: I never heard of any papers connected with the vessel or cargo, anywhere, except on board the vessel.

32. To the thirty-second interrogatory he says: I do not know of any papers being taken from the vessel previous to her capture.

33. To the thirty-third interrogatory he says: Bulk was not broken during the voyage.

34. To the thirty-fourth interrogatory he says: There were seven or eight passengers; I do not recollect their names; I know nothing about them. They came on board at Plymouth, and were, I suppose, interested in the cargo. I know of no citizen of the United States on board, or of any State at war with the United States.

35. To the thirty-fifth interrogatory he says: I know of no false papers of any description on board concerning the vessel, cargo, or passengers, and of no passport of any passenger, and have never written or signed any papers, except the ship's articles.

36. To the thirty-sixth interrogatory he says: The vessel was steering towards Matamoras when taken, and did not change her course.

37. To the thirty-seventh interrogatory he says: I know nothing of any transfer or sale of the vessel except as above stated to Pile, Spence & Co., by, I believe, Mr. Pearson, of Hull; I believe the sale was truly made, but do not know the price paid, or the particulars of the sale.

38. To the thirty-eighth interrogatory he says: There were no mounted guns on board, and no arms or ammunition of any kind that I am aware of.

39. To the thirty-ninth interrogatory he says: I believe the vessel was bound to Matamoras when captured. I suppose the passengers were part owners of the cargo, but have no idea what they meant to do with it.

40. To the fortieth interrogatory he says: I never knew of the vessel sailing under convoy.

41. To the forty-first interrogatory he says: I never heard of the vessel having attempted to enter a blockaded port.

42. To the forty-second interrogatory he says: I never heard of the Peterhoff having sailed as a privateer, or letter of marque.

43. To the forty-third interrogatory he says: I never heard of the Peterhoff sailing with any armed vessel or privateer.

JOHN MURPHY.

Subscribed and sworn to this 4th day of April, 1863.

HENRY H. ELLIOTT,
U. S. Prize Commissioner.

Formal verification.

54 District court of the United States for the southern district of New York.

Deposition of Thomas Webber, (steward,) a witness produced, sworn, and examined in preparatorio, on the 6th day of April, in the year eighteen hundred and sixty-three, at the office of the United States prize commissioners, at No. 39 Chambers street, New York, on the standing interrogatories established by the district court of the United States for the southern district of New York, the said witness having been produced for the purpose of such examination by E. Delafield Smith, U. S. district attorney, in behalf of the captors of a certain ship or vessel called the Peterhoff.

1. To the first interrogatory he says: I was born in London, England, and have always lived there; am married, and a subject of Great Britain.

2. To the second interrogatory he says: I was on board the Peterhoff when she was taken.

3. To the third interrogatory he says: The Peterhoff was captured off the harbor of St. Thomas, W. I., and taken to Key West, and thence to Port Royal and New York. I don't know why she was taken.

4. To the fourth interrogatory he says: The Peterhoff sailed under English colors; I knew of none others on board.

5. To the fifth interrogatory he says. No resistance was made by the Vanderbilt; the Peterhoff was a merchantman; the Vanderbilt a war vessel of the United States service.

6. To the sixth interrogatory he says: The Vanderbilt, I suppose, had authority to make the capture. The Peterhoff has not been condemned to my knowledge.

7. To the seventh interrogatory he says: The ship taken is called the Peterhoff, commanded by Stephen Jarman; he was appointed by the owners. I have known the Peterhoff since about the 1st January, 1863, and the captain the same time; he took possession at Plymouth, England, some time in January, 1863. He is a subject of Great Britain.

8. To the eighth interrogatory he says: The Peterhoff was between six and seven hundred tons; I don't know exactly how many men belonged to the crew: they were all British subjects, and came on board in England about the time the vessel sailed; I don't know who hired them.

55 9. To the ninth interrogatory he says: I was steward of the Peterhoff when she was taken; I had no interest in the ship or cargo; I don't know that any of the ship's company had.

10. To the tenth interrogatory he says: I have known the ship since about the first of January; I first saw her then at London. She had no guns except a small signal gun; I don't know how many men were on board. The Peterhoff is English built; her name is the Peterhoff, and I believe was always called so.

11. To the eleventh interrogatory he says: The Peterhoff was bound to Matamoras; the voyage was from London to Matamoras, and return to England. I don't know what her cargo consisted of; there were some kegs of nails; I don't know when it was put on board; I know of no contraband goods on board.

12. To the twelfth interrogatory he says: I don't know of any passport or sea brief on board, or anything about a previous voyage, or what kind of cargo she carried, or anything of her last clearance or clearing port.

13. To the thirteenth interrogatory he says: I do not know what lading the vessel carried, or when it was put on board.

14. To the fourteenth interrogatory he says: The vessel is owned by Pile & Spence; I suppose them to be British subjects.

15. To the fifteenth interrogatory he says: I know of no bill or evidence of sale of vessel to Pile & Spence or others.

16. To the sixteenth interrogatory he says: I do not know when or where the cargo was taken on board; it was all on board before leaving England, except some cases taken on board for the captain, at St. Thomas, W. I. Some of them contained liquors; I do not know the quantity. I do not know the names of the owners, laders, or consignees of the cargo, or who it was to belong to if it had reached Matamoras.

17. To the seventeenth interrogatory he says: I knew nothing about any bills lading.

18. To the eighteenth interrogatory he says: I know nothing of any papers that would indicate the owners of or parties interested in the cargo.

19. To the nineteenth interrogatory he says: I do not recollect the day the Peterhoff was captured; it was near the harbor of St. Thomas, W. I. I don't know of any charter-party.

20. To the twentieth interrogatory he says: I heard several of the crew say some papers had been thrown overboard by Mr. Harris, the second mate, just before the Alabama boarded us. I saw some newspapers burned by Duffy, a fireman; they belonged to a passenger named Mohl, who
56 gave them to me to be burned, and I gave them to Duffy and told him to burn them; I don't know why he wanted them burned. I saw the packet that Mr. Harris was said to have thrown overboard; it looked like a brown paper parcel; I did not see him throw it over.

21. To the twenty-first interrogatory he says: I had heard of the blockade of the southern ports of the United States.

22. To the twenty-second interrogatory he says: The Peterhoff was not near any blockaded port at any time.

23. To the twenty-third interrogatory he says: The vessel was boarded before entering St. Thomas, W. I., by an officer of the U. S. steamer Alabama, who I saw looking over the ship's papers, and writing with a lead pencil; I do not know what he did.

24. To the twenty-fourth interrogatory he says: I do not know that the Peterhoff ever attempted to enter a blockaded port.

25. To the twenty-fifth interrogatory he says: I do not know that the Peterhoff has ever before been captured.

26. To the twenty-sixth interrogatory he says: I have not lost anything by the seizure of the Peterhoff.

27. To the twenty-seventh interrogatory he says: I do not know anything about the insurance on the vessel and cargo.

28. To the twenty-eighth interrogatory he says: I don't know what disposition was to be made of the cargo if the vessel had arrived at her destined port.

29. To the twenty-ninth interrogatory he says: I know nothing about the nature of the cargo, nor where it grew or was manufactured.

30. To the thirtieth interrogatory he says: I do not know how the cargo was put on board.

31. To the thirty-first interrogatory he says: I know nothing about any papers, except what were delivered to the officers which captured us.

32. To the thirty-second interrogatory he says: I don't know that any papers were delivered out of the vessel in any way, except as already stated.

33. To the thirty-third interrogatory he says: I do not know that bulk has ever been broken.

34. To the thirty-fourth interrogatory he says: There were seven or eight passengers on board when we left Plymouth; one by the name of Bisby, or

Bigbee, left at Falmouth. Three or four left at Key West; their names were as follows: Mr. Ellsworth, Mr. Heyck, Mr. Edwards, Mr. Mohl; I don't know their first names; I do not know their rank or occupation, or whether they have any commission. Three passengers came here in the ship; their names are as follows: Mr. Bowden, Mr. Redgate, Mr. Almond; I do not know
57 their first names, nor the business, or rank, or occupation of Mr. Bowden or Mr. Redgate; Mr. Almond is a merchant; I think he lives in London; none were secreted; no other persons were on board, except the ship's company. I do not know that any of them are American citizens; I think they are all Englishmen.

35. To the thirty-fifth interrogatory he says: I know nothing about any papers of any kind, except what I have already told.

36. To the thirty-sixth interrogatory he says: I am not a navigator. I do not know anything about the course of the vessel at any time.

37. To the thirty-seventh interrogatory he says: I do not know anything about the sale of the vessel at any time.

38. To the thirty-eighth interrogatory he says: There were no mounted guns on board, and no warlike instruments or munitions of war, in whole or in part, of any kind, except a few small arms belonging to the passengers, which were taken by the captors.

39. To the thirty-ninth interrogatory he says: I believe the voyage was to be in accordance with the articles signed by me, to Matamoras and back to England.

40, 41, 42, 43. To the fortieth, forty-first, forty-second, and forty-third interrogatories he says: I do not know anything in reply to either of these interrogatories.

THOMAS WEBBER.

Subscribed and sworn to this 6th April, 1863.

HENRY H. ELLIOTT,
U. S. Prize Commissioner.

On reading the deposition over to deponent, he adds, in reply to the twentieth interrogatory, that after the "Peterhoff" had been boarded by the "Alabama," or the "Vanderbilt," the captain gave me a small package of papers, on blue foolscap sheets, or about two sheets, and told me that if he was taken out of the ship, I must tear up and destroy these papers, but I handed the papers back to the captain several hours after, and did not destroy them.

THOMAS WEBBER.

Subscribed and sworn to this 6th day of April, 1863.

HENRY H. ELLIOTT,
U. S. Prize Commissioner.

Formal verification.

58 District court of the United States for the southern district of New York.

Deposition of James Diamond, (cook,) a witness produced, sworn, and examined in preparatorio, on the fourth day of April, in the year eighteen hundred and sixty-three, at the office of the U. S. prize commissioners, 39 Chambers street, New York, on the standing interrogatories established by the district court of the United States for the southern district of New York; the said witness having been produced for the purpose of such examination by E. Delafield Smith, U. S. district attorney, in behalf of the captors of a certain ship or vessel called the Peterhoff.

1. To the first interrogatory he says: I was born at Hull, England, and

have always lived there; I am a subject of Great Britain; I am married, and my wife and family also live at Hull.

2. To the second interrogatory he says: I was on board the vessel at her capture.

3. To the third interrogatory he says: The vessel was captured on the 25th day of February, 1863, between five and seven miles from St. Thomas, W. I. I do not know why she was taken.

4. To the fourth interrogatory he says: The Peterhoff sailed under English colors, and I know of none others on board.

5. To the fifth interrogatory he says: She made no resistance, and I heard no guns fired; the U. S. steamer Vanderbilt captured us; the Peterhoff was a merchantman; the Vanderbilt a U. S. ship-of-war.

6. To the sixth interrogatory he says: I don't know whether the Vanderbilt was authorized to make prizes or not; I don't know that the Peterhoff is condemned.

7. To the seventh interrogatory he says: The vessel was called the Peterhoff, and commanded by Captain Stephen Jarman; he was appointed by the owners at London; I first knew him about the 15th December, 1862; I knew the Peterhoff about seven months ago, in Hull, England; the captain is married; I don't know where he or his family live; he is a subject of Great Britain.

8. To the eighth interrogatory he says: The vessel is about six hundred tons; there were about twenty-eight or thirty men on board, of the ship's company, at the capture; all, subjects of Great Britain, came on board at London and Liverpool; they were shipped by the captain and engineer, in November and December, 1862.

59 9. To the ninth interrogatory he says: I belonged to the vessel as cook when she was captured; I don't know of any of the ship's company having any interest in the vessel or cargo.

10. To the tenth interrrogatory he says: I first saw the vessel at Hull, about seven months ago; she had only one signal gun on board; she was built at Sunderland; she has always been called the Peterhoff.

11. To the eleventh interrogatory he says: The vessel was bound to Matamoras; the voyage commenced at London, and was to have ended at any port of the United Kingdom; the cargo was assorted, and was the same when captured as when taken on board; it was put on board in December, 1862; I do not know of any contraband articles on board.

12. To the twelfth interrogatory he says: I know of no passport on board; her last voyage was to Nassau, N. P., and direct back to Liverpool, calling for coal at Halifax; her last cargo was general, consisting of tea, coffee, liquors, &c.; it was all sold and landed at Nassau; it was put on board at Hull, England, partly by a man named Dobson, about August, 1862.

13. To the thirteenth interrogatory he says: The vessel carried an assorted cargo on her last voyage, which was put on board in December, 1862; I do not know the particular kinds of goods.

14. To the fourteenth interrogatory he says: The vessel is owned by Pile & Spence; they live in England, and are subjects of Great Britain.

15. To the fifteenth interrogatory he says: I never saw any bill of sale, and have no knowledge in the matter.

16. To the sixteenth interrogatory he says: The cargo was put on board in London, in December, 1862; I don't know who were the owners, laders, or consignees, or the particulars of the goods.

17. To the seventeenth interrogatory he says: I know nothing of any bills of lading.

18. To the eighteenth interrogatory he says: I know nothing of any papers showing the ownership or interest of anybody in the cargo.

19. To the nineteenth interrogatory he says: I do not know the latitude and longitude in which the vessel was captured; it was near St. Thomas, W. I.; I don't know of any charter-party.

20. To the twentieth interrogatory he says: I know nothing of any papers on board, or of any having been destroyed or concealed.

21, 22. To the twenty-first and twenty-second interrogatories he says: I know nothing beyond the general fact of the blockade of the southern ports by the United States.

23. To the twenty-third interrogatory he says: The vessel was boarded by the U. S. gunboat Alabama previous to entering St. Thomas; I do not know what was done.

60 24. To the twenty-fourth interrogatory he says: The vessel never attempted to enter a blockaded port.

25. To the twenty-fifth interrogatory he says: The vessel has never before been seized as a prize.

26. To the twenty-sixth interrogatory he says: I have not sustained any loss by the capture.

27, 28, 29. To the twenty-seventh, twenty-eighth, and twenty-ninth interrogatories he says: I know nothing in reply to these questions.

30. To the thirtieth interrogatory he says: The cargo was put on board from the wharf and lighters from the dock in London.

31. To the thirty-first interrogatory he says: I know nothing of any papers relative to the vessel or cargo.

32. To the thirty-second interrogatory he says: I know nothing of any papers taken out of the vessel.

33. To the thirty-third interrogatory he says: The bulk of the cargo was not broken during the voyage.

34. To the thirty-fourth interrogatory he says: There were about eight passengers on board; I do not know their names, or anything about them, or their business.

35. To the thirty-fifth interrogatory he says: I know nothing in reply to this question.

36. To the thirty-sixth interrogatory he says: The ship was steering towards Matamoras when taken, and did not alter her course.

37. To the thirty-seventh interrogatory he says: I know nothing of any sale or transfer of the vessel, except as above stated, to Pile, Spence & Co., and no particulars of that

38. To the thirty-eighth interrogatory he says: There was a small signal gun on board, and no other arms or amunition of any kind.

39. To the thirty-ninth interrogatory he says: I believe the vessel was truly intended to go to Matamoras.

40, 41, 42, 43. To the fortieth, forty-first, forty-second, and forty-third interrogatories he says: The vessel never sailed with or under convoy of any armed vessel; never attempted to run the blockade, or sailed as a privateer, or in company with any armed vessel.

JAMES DIAMOND.

Subscribed and sworn to this 4th day of April, 1863.

HENRY H. ELLIOTT,
U. S. Prize Commissioner.

Formal verification.

61 District court of the United States for the southern district of New York.

Deposition of George Duffey, (fireman,) a witness produced, sworn, and examined in preparatorio, on the 13th day of April, in the year eighteen hundred and sixty-three, at the office of the U. S. prize commissioners, 39 Chambers street, on the standing interrogatories established by the district court of the United States for the southern district of New York; the said witness having been produced for the purpose of such examination by E. Delafield Smith, esq., U. S. district attorney, on behalf of the captors of a certain ship or vessel called the Peterhoff.

1. To the first interrogatory he says: I was born in Dublin, Ireland. I now live at Liverpool; my wife and family now live there. I am a subject of Great Britain, and owe allegiance to that crown.

2. To the second interrogatory he says: I was on board the Peterhoff at the time of capture.

3. To the third interrogatory he says: We sailed under English colors, and had no other.

5. To the fifth interrogatory he says: No resistance was made and no guns fired. We were taken by the Vanderbilt; no other ships in sight that I know of. Our ship was a merchantman. I don't know to whom she belonged.

6. To the sixth interrogatory he says: To this inquiry I have no knowledge.

7. To the seventh interrogatory he says: Our vessel is the Peterhoff, Captain Jarman.

8. To the eighth interrogatory he says: I don't know her tonnage, nor the number of the ship's company. They were mostly English.

9. To the ninth interrogatory he says: I was fireman on board. I had no interest in the vessel or cargo, nor had any of the ship's company, so far as I know.

10. To the tenth interrogatory he says: I have known the vessel since last November. I first saw her then in Liverpool. I don't know her build. She has never been called by any other name than the Peterhoff.

11. To the eleventh interrogatory he says: We were bound to Matamoras. The voyage began in London, and was to have ended at some port in the United Kingdom. I know nothing about her cargo, except that I saw some smith's anvils and bellows on board.

62 12. To the twelfth interrogatory he says: I know nothing about any of the ship's papers, nor her cargo, except as above. She cleared from Falmouth. I don't know the date.

13. To the thirteenth interrogatory he says: I know nothing about her cargo.

14. To the fourteenth interrogatory he says: I don't know who owned the vessel or cargo.

15. To the fifteenth interrogatory he says: I know nothing of any bill of sale of any kind.

16, 17, 18, 19. To the sixteenth, seventeenth, eighteenth, and nineteenth interrogatories he says, in reply to each: I have no knowledge.

20. To the twentieth interrogatory he says: I know nothing about any of the ship's papers. The steward of the ship gave me a package of papers, or something that was printed; it looked like a book that had been tossed from a great many hands, and told me to burn it, which I did. I don't know the steward's name, nor the contents of the package or book which I burned, nor anything about it, except what I have stated. This was about the time the Vanderbilt captured us. I cannot say exactly whether it was before or

after the capture. We were outside of the harbor of St. Thomas. After we had been in, I was down in the engine-room, and as I came up on deck the steward gave me this package, and told me to burn it; he did not say why, nor who it belonged to, nor anything more than to burn it.

21. To the twenty-first interrogatory he says: I know about the war and about the blockade. I knew this in Liverpool.

22, 23. To the twenty-second and twenty-third interrogatories he says: I know nothing in reply to either interrogatory.

24. To the twenty-fourth interrogatory he says: I don't know that the vessel ever attempted to enter or sail from any port under blockade. When I shipped I refused to go if the vessel was to run the blockade. This question arose between the captain and me at the Sailors' Home, where I shipped. I told him I did not wish him to take me to run the blockade. He said it was more than he dare do to run a blockade, as he belonged to the naval reserve. This is all I know about it.

25. To the twenty-fifth interrogatory he says: I have no knowledge in reply.

26. To the twenty-sixth interrogatory he says: I have lost my bed and a part of my clothing.

27, 28, 29. To each of these he says: I have no knowledge.

30. To the thirtieth interrogatory he says: The cargo was put on board from the Victoria Docks.

63 31, 32, 33. To the thirty-first, thirty-second, and thirty-third interrogatories he says: I have no knowledge.

34. To the thirty-fourth interrogatory he says: I don't know anything about the passengers.

35, 36, 37. To the thirty-fifth, thirty-sixth, and thirty-seventh interrogatories he says: I have no information or knowledge.

38. To the thirty-eighth interrogatory he says: There were no mounted guns on board. I know nothing about any cargo, except what I have already stated.

39, 40, 41, 42, 43. To the thirty-ninth, fortieth, forty-first, forty-second, and forty-third interrogatories he says: I know nothing beyond what I have already stated, in reply to any of these questions.

his
GEORGE ⋈ DUFFEY.
mark.

He made his mark, and was sworn by and before me this 13th day of April, 1863.

HENRY H. ELLIOTT,
U. S. Prize Commissioner.

Formal verification.

District court of the United States for the southern district of New York.

Deposition of John James Campbell, (able seaman,) a witness produced, sworn, and examined in preparatorio, on the thirteenth day of April, in the year eighteen hundred and sixty-three, at the office of the U. S. prize commissioners, No. 72 Wall street, New York, on the standing interrogatories established by the district court of the United States for the southern district of New York; the said witness having been produced for the purpose of such examination by E. Delafield Smith, U. S. district attorney, in behalf of the captors of a certain ship or vessel called the Peterhoff.

1. To the first interrogatory he says: I was born in Baltimore, Md. I have always lived there. Have been to sea for the last ten years. Am a citizen of the United States.

2. To the second interrogatory he says: I was on board the Peterhoff when she was captured.

64 3. To the third interrogatory he says: She was captured off St. Thomas, W. I., sent to this port via Key West and Port Royal. The Peterhoff had no commission to make prizes. Don't know why the capture was made.

4. To the fourth interrogatory he says: Sailed under English colors. Know of none other on board.

5. To the fifth interrogatory he says: No resistance was made, and no guns fired. Captured by the Vanderbilt. No other ships in sight. The Peterhoff is a merchantman; the Vanderbilt is a U. S. war steamer. I don't know of what force.

6. To the sixth interrogatory he says: I suppose the Vanderbilt had authority to make prizes. The Peterhoff has not been condemned.

7. To the seventh interrogatory he says: The vessel captured was the Peterhoff, Capt. Jarman. I have only known the Peterhoff on this voyage. I know nothing about the captain or his family.

8. To the eighth interrogatory he says: The Peterhoff is about six hundred tons. I don't know how many men belonged to her, or when or where they came on board.

9. To the ninth interrogatory he says: I belonged to the Peterhoff as able seaman. Had no interest in ship or cargo.

10. To the tenth interrogatory he says: Have known the vessel since December last. She carried no guns. I don't know how many men she had, or where she was built.

11. To the eleventh interrogatory he says: The ship was bound to Matamoras when captured. I don't know what cargo she carried.

12, 13, 14, 15, 16, 17, 18, 19. To the twelfth, thirteenth, fourteenth, fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth interrogatories the witness states that he has no knowledge of any of them.

20. To the twentieth interrogatory he says: The second mate gave me a sealed parcel wrapped in brown paper. He told me to take care of it, and if I was signalled by either himself or the captain, I was to let them drop overboard. I was in the forward part of the ship. The boarding officer was at that time on board from the U. S. steamer Alabama. After the officer left I gave the parcel back to the second mate. Afterwards, when the prize crew came off from the Vanderbilt, I saw the second mate give the same parcel to the captain of the Peterhoff, and I saw the captain drop them overboard from the starboard gangway. The package was heavy, but I don't know what was in it.

21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33. To the twenty-first, twenty-second, twenty-third, twenty-fourth, twenty-fifth, twenty sixth, twenty-seventh, twenty-eighth, twenty-ninth, thirtieth, thirty-first, thirty-
65 second, and thirty-third interrogatories the witness replies, respectively, that he has no knowledge of them.

34. To the thirty-fourth interrogatory he says: There were six or seven passengers who came on board in Plymouth, England; I know nothing about them.

35. To the thirty-fifth interrogatory he says: I know nothing about the papers of the ship or passengers.

36. To the thirty-sixth interrogatory he says: The vessel was steering her course for Matamoras when captured, and did not at any time alter it.

37, 38, 39, 40, 41, 42, 43. To the thirty-seventh, thirty-eighth, thirty-ninth, fortieth, forty-first, forty-second, and forty-third interrogatories the witness replies, respectively, that he knows nothing further than he has stated.

his
JOHN JAMES ⋈ CAMPBELL.
mark.

Subscribed by his mark and sworn before me this 13th day of April, 1863.

HENRY H. ELLIOTT, *U. S. Prize Commissioner.*

Formal verification.

District court of the United States for the southern district of New York.

Deposition of John Reed, (seaman,) a witness produced, sworn, and examined in preparatorio, on the fourth day of April, in the year eighteen hundred and sixty-three, at the office of the U. S. prize commissioners, on the standing interrogatories established by the district court of the United States for the southern district of New York; the said witness having been produced for the purpose of such examination by E. Delafield Smith, U. S. district attorney, in behalf of the captors of a certain ship or vessel called the "Peterhoff."

1. To the first interrogatory he says: I was born in London, I now live there; I have lived in London all my lifetime; I am a citizen of Great Britain, and owe allegiance to that government. I am not married. My age is 21 next August.

66 2. To the second interrogatory he says: I was present at the capture of the "Peterhoff."

3. To the third interrogatory he says: The capture was made on the 25th day of February, off the mouth of the harbor of St. Thomas; I should think five or six miles off; the ship was carried into Key West, and we remained there some four or five days, and from there we came to this port. I do not know why we were seized. I suppose we were seized on suspicion that we had contraband goods for the Confederate government.

4. To the fourth interrogatory he says: We sailed under English colors; I do not know that we had any other; there was no resistance made, only the captain would not allow his papers to go out of the ship. There were no guns fired. The capture was made by the U. S. gunboat "Vanderbilt," Captain Baldwin. I don't know that any other ships were in sight. Our vessel was a merchantman. I do not know the force of the "Vanderbilt."

6. To the sixth interrogatory he says: I believe the "Vanderbilt" had orders from Admiral Wilkes to take the "Peterhoff." Admiral Wilkes commanded the United States forces on that station.

7. To the seventh interrogatory he says: Our vessel is the "Peterhoff;" the captain's name is Jarman. I do not know who appointed him. I have known the "Peterhoff" about six months, and the captain since the 1st day of January last, when I joined the ship. He took possession of her at London. I do not know who delivered her to him I don't know the residence of captain Jarman or his family, nor where he was born. I have heard him say he was born at Ramsgate.

8. To the eighth interrogatory he says: The tonnage of the "Peterhoff" is 669 tons English, I think. The ship's company all told was, I think, twenty-seven persons—all on board when taken. They are mostly English and Irish, and one German. They all came on board in Liverpool and London, all within about a month of each other. Captain French, a former captain, shipped a part of the crew in Liverpool. Captain Jarman shipped the remainder in London, and they all signed afresh in London.

9. To the ninth interrogatory he says: I belonged to the vessel as an ordinary seaman. I had no interest in the vessel or cargo, and none of the company had to my knowledge, except the captain. He took on board some cargo in St. Thomas.

10. To the tenth interrogatory he says: I have known the vessel since about six months ago; I first saw her in London. She carried one small gun; there were 27 persons on board when she was taken. She was built

67 in Sunderland; her name the "Peterhoff." I don't know that she has ever been called by any other name.

11. To the eleventh interrogatory he says: We were bound to Matamoras, or any port of North or South America. The shipping master told me this, and

he told this to the greater part of the crew when they were shipped in London. The voyage began in London, and was to have ended there. Her cargo when she left London was the same as now, except what the captain put on board at St. Thomas. It was a cargo of assorted goods, mostly in packages and boxes. The cargo was put on board before I joined her. They were stowing it away when I came on board, which was the first of January last. I no not know that she had any goods contraband of war.

12. To the twelfth interrogatory he says: I do not know what a passport or sea-brief is. We stopped on this voyage at Plymouth and Falmouth, and St. Thomas. I was on board her only this voyage. She went to Bermuda and Nassau the previous voyage. The cook told me this. I do not know any particulars about her cargo. I do not know when she cleared in London. She sailed on the 7th day of January last, and left Plymouth on Sunday, the 18th day of January last. She left Falmouth the next Tuesday week.

13. To the thirteenth interrogatory he says: I have told you all I know about the cargo.

14. To the fourteenth interrogatory he says: I believe Pile & Spence, of Hartelpool, are the owners of the vessel. I do not know much about the cargo. There was a Mr. Redgate on board, who, I think, owned a part of the cargo, and the captain a part. I have told you all I know about the cargo.

15. To the fifteenth interrogatory he says: I do not know anything about any bill of sale of the vessel at any time.

16. To the sixteenth interrogatory he says: I suppose the cargo was put on board in December or January last. I do not know anything more about the cargo.

17. To the seventeenth interrogatory he says: I never saw any bills of lading. I saw the case of papers when they were delivered to the officer of the "Vanderbilt," after the capture. I don't know anything in particular about the papers, nor of the contents.

18. To the eighteenth interrogatory he says: I have no papers in my possession, and don't know anything where the papers are now.

19. To the nineteenth interrogatory he says: I don't know anything about latitude or longitude. The capture was made on the 25th day of
68 February, near the harbor of St. Thomas. I don't know anything about any charter-party.

20. To the twentieth interrogatory he says: I don't know anything about the papers of the vessel. When we first saw the U. S. gunboat, the "Alabama," which boarded us on the 20th day of February, before we went into St. Thomas, the captain sent Mr. Harris, the second officer, forward with a box of papers, which papers I saw the captain put into the box, and he told Mr. Harris to put something into the box to sink it, and on the raising of his finger to let it go overboard—the box and papers I mean; but as the officer did not search the ship he took the box back again, and gave it to the captain. When we sighted the "Vanderbilt" the captain again told Mr. Harris, the second officer, to take the box forward again, and be sure and put something into it to sink it; and after the first boat which boarded us from the "Vanderbilt" was returning to the "Vanderbilt," the captain told Mr. Harris that if the boat from the "Vanderbilt" returned again to our ship, then to throw the box overboard, which Mr. Harris did. I saw it go overboard myself. He then sent the steward, Thomas Webber, with another bundle of papers to George Duffey, the fireman, to be put into the furnace, which was done; and when the steward returned, the captain gave him two papers to hide, and in case the captain was taken out of the ship, then the steward was told to destroy them; and he made a motion with his fingers as if to tear them; this was in the pantry, and I was alongside the steward

at the time, and the captain was opposite to both of us. I do not know whether the steward did destroy them or not.

21. To the twenty-first interrogatory he says: I knew of the blockade of the southern ports of the United States, and I knew all about the war, and I suppose the captain and owners knew all about the war and the blockade.

22. To the twenty-second interrogatory he says: I suppose all the southern ports were under an order of blockade, by order of the government of the United States. I knew of no endorsement on the ship's papers of any kind.

23. To the twenty-third interrogatory he says: I don't know anything in reply to this question.

24. To the twenty-fourth interrogatory he says: I don't know that the "Peterhoff" ever attempted to enter any blockaded port at any time.

25. To the twenty-fifth interrogatory he says: I don't know anything in reply to this question.

26. To the twenty-sixth interrogatory he says: I have sustained no loss by the seizure, if I get my clothes and wages.

69 27. To the twenty-seventh interrogatory he says: I don't know anything about any insurance.

28. To the twenty-eighth interrogatory he says: I don't know anything in reply to this question.

29, 30, 31. To the twenty-ninth, thirtieth, and thirty-first interrogatories he answers to each that he has no information in reply thereto.

32. To the thirty-second interrogatory he says: I don't know anything about any papers, except what I have stated.

33. To the thirty-third interrogatory he says: Bulk was not broken during the voyage.

34. To the thirty-fourth interrogatory he says: There were seven passengers on board, and one joined at Plymouth, and left at Falmouth. His name was Col. Bigsby. He was an officer in the Confederate army. He left behind him a gun-barrel and a glazed bag, with some dirty clothes in it. One of the passengers was Mr. Redgate. The others, Mr. Almond, Mr. Mohl, Mr. Heyck, Mr. Edwards, Mr. Ellsworth, Mr. Bowden. I don't know their rank, profession, or occupation. They were taken on board at Plymouth, except Mr. Heyck and Mr. Ellsworth, who were taken on board at London. They were going to Matamoras. They said that from there they were going home. They did not say where their home was, but I heard them say that they could not get home because their place was blockaded. I think they had some interest in the cargo. There were no other passengers on board. Mr. Mohl burned some papers when the Alabama boarded us. It was note paper, with a Confederate flag upon it. They were not secreted, nor were any persons secreted.

35. To the thirty-fifth interrogatory he says: I don't know anything about any papers except what I have already told you.

36. To the thirty-sixth interrogatory he says: We were steering out of the harbor of St. Thomas, towards Matamoras, when taken. Her course was not altered on the appearance of the Vanderbilt.

37. To the thirty-seventh interrogatory he says: I know nothing about any sale of the vessel.

38. To the thirty-eighth interrogatory he says: There was only one small gun on board. I don't know anything in reply to this interrogatory.

39. To the thirty-ninth interrogatory he says: I have told you all I know about the vessel and cargo, and the destination of the vessel.

70 40, 41, 42, 43. To each of the interrogatories in the fortieth, forty-first, forty-second, and forty-third he says: I do not know anything in reply thereto.

JOHN REED.

Subscribed and sworn to the 4th day of April, 1863.

HENRY H. ELLIOTT,
U. S. Prize Commissioner.

Formal verification.

United States district court.

THE UNITED STATES
ag'st
THE STEAMER PETERHOFF, HER TACKLE, &C., AND CARGO.

CITY AND COUNTY OF NEW YORK, *ss:*

Stephen Jarman, being duly sworn, says that he was captain of the steamer Peterhoff at the time of her seizure. That before said steamer left Falmouth, England, on his voyage to Matamoras, deponent called together the passengers on said steamer, and requested that any one who might have any letters, or dispatches, or packages of any kind in his possession, which might in any way endanger the vessel in case of seizure and search by war vessels of the United States, that he should give up or leave behind such letters, packages, papers, or dispatches, as he would not have them on board his vessel; this being in accordance with deponent's instructions from the owners of said vessel, and was so stated by deponent to the passengers at said time.

That each one of said passengers, including Mr. Mohl, hereinafter mentioned, in deponent's presence, and in the presence of each other, denied specifically having in his possession any letters, papers, packages, or dispatches of the character indicated.

That after said vessel sailed from Falmouth aforesaid, one of the passengers, by name Frederick Mohl, came to deponent and informed him that he, Mohl, had in his possession a small package containing white powder, for which a patent had been taken out, and in which he and some friends were interested.

71 That deponent, thinking that said powder was a dangerous article to have on board his ship, caused said Mohl to deliver the same to deponent, who locked it up in his own private state-room, for the safety of said vessel.

That when the Peterhoff was approached by the United States war vessel Alabama, deponent thinking that said powder might endanger his vessel, ordered one of the officers of his steamer to destroy the same in case it became evident that the officers of the Alabama would search the vessel; that the Alabama not detaining deponent's vessel, said package of powder was not at that time destroyed.

That after the Peterhoff left the island of St. Thomas on her way to Matamoras, she was boarded by a boat from the United States cruiser Vanderbilt; that after the said boat had left the Peterhoff, and before the said vessel was finally seized by the Vanderbilt, deponent, after asking permission from the said Mohl to open the package aforesaid and examine its contents, and being refused such permission, told said Mohl that he would not have it any longer on board his ship, and ordered one of his officers to throw it overboard, which was immediately done.

That deponent had no knowledge whatsoever of the contents of said package, except what he was informed as above stated; that no one else on board to deponent's knowledge knew of the contents of said package save said Mohl, to whom it belonged; that deponent had no reason then to believe, and did not believe, nor does he now believe, that said package contained anything whatever of a character other than powder of some kind, and that it was solely because deponent considered said powder would endanger or compromise his ship that he ordered it to be destroyed.

That when deponent was examined in preparatorio herein by the prize commissioner, he was asked to answer the following interrogatory:

"What papers, bills of lading, letters, or other writings relating to the vessel or cargo, were on board the vessel at the time she took her departure from her last clearing port, before she was taken as prize. Were any of them burnt, torn, thrown overboard, destroyed, or canceled, or attempted to be concealed, and when, and by whom, and who was then present?"

That firmly believing as above stated in reference to the contents of said package, he made answer as follows:

"You have all the papers which were on board at her last clearing port; none connected with the voyage, the ship, or the cargo were destroyed. I tore up some letters from my wife and father at the time of capture. None other were destroyed to my knowledge by any person; none were concealed, or in any way disposed of to my knowledge."

72 That Mr. Elliott, the commissioner, asked deponent to call in a day or two, as he might wish to see him again. That in pursuance of such invitation deponent did call at the office of said commissioner in a few days after his deposition had been taken. That said commissioner called deponent's attention to the foregoing interrogatory, and the answer thereto, and asked deponent if he clearly understood said interrogatory. That deponent then told said commissioner about the package aforesaid in terms substantially the same as contained in this affidavit, and enquired of said commissioner if it would not be a proper matter to explain in connection with his answer to said interrogatory; but said commissioner informed deponent that he did not think it was at all pertinent to said interrogatory, and that deponent's answer to said interrogatory was in every way sufficient.

STEPHEN JARMAN.

Sworn to before me this 27th day of April, 1863.

GEO. S. LEVINGS, *Notary Public.*

SIR: Please to take notice that on the foregoing affidavit, and on the depositions taken in preparatorio herein, we will apply to this court on Wednesday next, the 29th inst., at the chambers thereof, at 11 o'clock a. m. of that day, or as soon thereafter as counsel can be heard, for an order that the witness Stephen Jarman be allowed to add the statement contained in the foregoing affidavit to his answer to the twentieth of the standing interrogatories of this court in prize, or for such other or further order as the court may deem proper in the premises.

Yours, &c.,

MARTIN & SMITH, *Proctors for Cl'ts.*

To E. DELAFIELD SMITH, Esq., *U. S. District Att'y,*
F. H. UPTON, Esq., *Counsel for Prize Captors.*

72½ U. S. district court.

THE UNITED STATES
against
THE STEAMER PETERHOFF, HER TACKLE, &C., AND CARGO.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Henry H. Elliott, of the city of New York, prize commissioner, being duly sworn, doth depose and say that he has read the affidavit of Captain Stephen Jarman, sworn April 27th, 1863, and in respect thereto, and the subject-matter thereof, he says that the request made by him to the captain, at the end of the examination to call, was designed by deponent as a civility

merely and was an invitation rather than a request; that deponent did subsequently send for the captain and with the purpose of allowing him to explain his answer to the 20th interrogatory.

At the interview that followed Captain Jarman did tell deponent the history of the package spoken of, substantially as detailed in his said affidavit, though perhaps not so much in detail, but the captain thought that as the 20th interrogatory asked only in respect to papers, there was no occasion to change the answer. He said he "thought his answer was sufficient." Deponent did not express any opinion on the subject, "he simply acquiesced in the opinion of Capt. Jarman, but expressed no opinion," himself.

HENRY H. ELLIOTT.

Sworn to before me this 1st day of May, 1863.
JOHN A. LYDECKER, *Notary Public.*

Endorsed: U. S. district court. 17, 494. The United States ag'st the steamer Peterhoff, her tackle, &c., and cargo. Affidavit of Henry H. Elliott. Filed May 2, 1863. Rec'd from Mr. Elliott May 1, 1863.

73 *May term*, 1863.—*Rough notes of decisions in prize cases.—Hon. Samuel R. Betts, judge.—May 7th*, 1863.

THE UNITED STATES AND THE CAPTORS
ag'st
THE STEAMER PETERHOFF AND CARGO, claimants.

Messrs. Martin & Smith, of counsel for the claimants in this suit, on the 2d instant read and filed an affidavit in this cause, with a notice to the district attorney and the counsel for the captors thereto annexed, advising them of an application to be made to the court in the cause, that Stephen Jarman, who had been previously examined in preparatorio as a witness in the cause, "be allowed to add to his answer to the 20th standing interrogatory in the suit," (theretofore made by him,) "the statement contained in the foregoing affidavit, or for such other or further order as the court may deem proper in the premises." And on hearing counsel on the part of the claimants and the witness, Jarman, in support of the said application, and for the libellants in objection thereto, and also the affidavit of the prize commissioner, in relation to the conference between himself and the witness after the examination aforesaid had been taken in this cause, and also adverting to the preparatory proofs transmitted to the court by the prize commissioner, and due consideration being had of the premises, and it appearing to the court thereupon that the examination of the witness, Jarman, had been completed and reduced to writing by the commissioner, and attested to by the oath of the witness on the first day of April, 1863, and the report of the testimony of all the witnesses had been transmitted to the court, and filed therein on the 21st day of the same month, and an order granted in the cause by the court, on motion of the district attorney that the proofs so transmitted by the commissioner be opened, it is considered by the court that the applicant is precluded by the regular course of procedure in a prize suit from claiming a right to modify or enlarge the testimony before given by him after the same has been formally completed and sub-
74 mitted to the court. But it not being made to appear affirmatively in opposition to the aforesaid motion that the witness before named had been actually aware that his testimony in the case as given before the commissioner had been formally closed; and the evidence of the terms and circumstances of his interview with the commissioner leaves room for a fair implication upon his affidavit, and that of the commissioner, that he was in-

vited to review his answer theretofore given to the 20th stated interrogatory and offer further statements thereto, as also that his oral representations on that interview could be regarded by the commissioner as a continous and constituent part of his sworn reply to said interrogatory, it is considered by the court that the witness should rightfully be allowed a re-examination by the commissioner upon the aforesaid interrogatory, and embody in his answer thereto the explanatory statement and representation set forth in his affidavit, made and filed in support of this application, upon the condition that at the same time in making such statement the witness be examined by the commissioner upon the following special interrogatories directed by the court in pursuance of the standing prize rules, viz: Special interrogatories to be administered to Stephen Jarman in addition to the 20th standing interrogatory before administered to him, and his replies thereto to be received on the trial of the cause in connection with and explanatory of his answers to the aforesaid standing interrogatories.

Special interrogatory No. 1. Did you know, or had you been informed, or had you reason to believe, after your answer to the stated interrogatories aforesaid had been given by you and written down by the prize commissioner, and when did you first acquire such knowledge, information, or belief, that any other witness, and who, being one of the ship's company on the voyage in question, had, after your examination, and when, declared before such commissioner that any papers, and what, on board the vessel and on the voyage inquired about, had been burnt, torn, thrown overboard, destroyed, or canceled or attempted, and by whom and when?

Special interrogatory No. 2. Did you at any time, and when and where, make or offer any statement or explanation to the prize commissioner previous to your examination and testimony in this suit on the first of April, 1863, in relation to the destruction or concealment of any paper or papers, and what, on board the vessel, and on the voyage in question?

Special interrogatory No. 3. Did you apply to the prize commissioner for leave to inspect your answer to the 20th interrogatory of your own
75 accord, after it had been attested to by you, or was your attention called to it by the commissioner, and did he inquire of you, and when and where, whether you understood that interrogatory and your answer thereto at the time your testimony was given, or make any other inquiry of you to that purport and effect, when and where?

Wherefore, it is ordered and decreed that the application to the court for leave to the witness named, to put in his proposed re-examination and statement before the prize commissioner upon the 20th standing interrogatory within five days after the entry of this order, and on submitting to an examination upon the above special interrogatories, and that the prize commissioner gave the district attorney immediate notice of the time and place of such re-examination, and after the close thereof, forthwith transmit the amended return of the testimony to the court in order that the cause be dispatched to a speedy hearing.

At a stated term of the district court of the United States for the southern district of New York, held at the United States court-room on the 13th day of May, 1863.

Present: Hon. Samuel R. Betts, judge.

THE UNITED STATES
ag'st
THE STEAMER "PETERHOFF," HER TACKLE, &C., AND CARGO.

On reading and filing the affidavits of Stephen Jarman, captain of the steamer "Peterhoff," by the claimants, and of H. H. Elliott, esq., United

States prize commissioner, by the libellants; and after hearing Augustus F. Smith, of counsel for the claimants, for the motion, and E. Delafield Smith, esq., United States district attorney, and F. H. Upton, esq., counsel for naval captors, in opposition thereto, and due deliberation being had in the premises, it is now ordered and decreed that the witness Stephen Jarman be re-examined by the United States prize commissioner on the
76 twentieth of the standing interrogatories of this court in prize, and that said witness be allowed to add to his answer thereto the explanatory statement contained in his affidavit herein, which has been read and filed upon this application.

And it is further ordered and decreed that the witness be examined at the same time by the said commissioners, upon the following special interrogatories in the cause:

Special interrogatory No. 1. Did you know, or had you ever been informed, or had you reason to believe, after your answer to the stated interrogatories aforesaid had been given by you and written down by the prize commissioner, and when did you first acquire such knowledge, information, or belief, that any other witness, and who, being one of ship's company on the voyage in question, had, after your examination, and when, declared before such commissioner that any papers, and what, on board the vessel and on the voyage inquired about had been burnt, torn, thrown overboard, destroyed, or canceled or attempted to be destroyed or canceled, and by whom and when?

Special interrogatory No. 2. Did you at any time, and when and where, make or offer any statement or explanation to the prize commissioner previous to your examination and testimony in this suit, on the first of April, 1863, in relation to the destruction or concealment of any paper or papers, and what, on board the vessel and on the voyage in question?

Special interrogatory No. 3. Did you apply to the prize commissioner for leave to inspect your answer to the twentieth interrogatory of your own accord, after it had been attested to by you, or was your attention called to it by the commissioner, and did he inquire of you, and when and where, whether you understood that interrogatory and your answer thereto at the time your testimony was given, or make any other inquiry of you to that purport and effect, when and where?

And it is further ordered that the examination mentioned herein take place within five days from the date of the entry of this order, and that the prize commissioners give immediate notice to the district attorney and said Jarman of the time and place of such examination, and after the close thereof forthwith transmit the amended return of the testimony to the court.

SAMUEL R. BETTS.

77 *Re-examination on the twentieth interrogatory.*

District court of the United States for the southern district of New York.

Deposition of Stephen Jarman, (captain,) a witness produced, sworn, and examined in preparatorio, on the 16th day of May, in the year eighteen hundred and sixty-three, at the office of the U. S. prize commissioners, 39 Chambers street, on the standing interrogatories established by the district court of the United States for the southern district of New York; the said witness having been produced for the purpose of such examination on a special order of this court, made on the 13th day of May, eighteen hundred and sixty-three, in behalf of the claimants of a certain ship or vessel called the "Peterhoff."

20. On this re-examination to the twentieth interrogatory the deponent

answers: When the passengers engaged their passage they were distinctly told that they would not be allowed to carry any letters, papers, or dispatches in this ship; this they clearly understood. Before leaving Falmouth I received a telegram from J. Spence, esq., the owner of the ship, instructing me to question the passengers as to whether they had any documents in their possession. I immediately called them together and advised them as to my owner's instructions, and they, one and all, in the presence of each other, and in the presence of Mr. Mohl, a pssenger, and another passenger who left the ship at Falmouth, then declared that they had nothing in their possession of such description. The next day the last-named passenger came to me and said he had made up his mind to return to London, intending to go out to Mexico by the West India mail packet. This passenger's name was Besbie or Besby, and he left me the same day and went on shore at Falmouth. After the ship left Falmouth Mr. Mohl, a passenger above-named, came to me and stated he had a small packet of white powder—patent white powder he called it—in which he and some of his friends were interested. I said you had better deliver it up to me, for it is a dangerous article to have on board. He gave it to me and I locked it up in my state-room. Nothing more was thought of this until we approached St. Thomas, excepting that I asked him why he had not mentioned this before leaving Falmouth. He replied, as it was neither papers or writings of any kind, he did not think it requisite. When the United States steamship "Alabama" approached us I called Mr. Mohl and told him I did not like having this packet of powder on board, and that if the ship was likely
78 to be searched it must either be opened or destroyed, and then gave it in charge of one of my officers, the second officer, Mr. Harris, with orders to destroy this package if I instructed him. I told him in that case to throw it overboard. Not being examined by the "Alabama," it was not then destroyed. After leaving St. Thomas we were boarded by a boat from the "Vanderbilt." This boat left the ship, ordering me to remain until they returned. I then called Mr. Mohl again and requested him to let me see the contents of the package. To this he objected, saying it was a patent and could not be seen by any but himself and friends, so I ordered it to be thrown overboard, fearing it might jeopardize the ship in some way, and it was accordingly thrown overboard. I believe it to have been white powder as stated by Mr. Mohl, and had no reason to believe otherwise, and don't think any one knew the contents of this packet but this same Mr. Mohl. I do not now believe that it was anything but white powder as above stated. I told Mr. Harris above named that when I instructed him to throw it overboard. I expected to instruct him in case it was requisite for me to make myself positive on the point as to the contents. After the "Vanderbilt's" boat left the ship I ordered Mr. Harris to throw this package overboard from the gangway. This was after the first boarding boat of the "Vanderbilt" left us and before the boat came the second time, and after Mr. Mohl refused to let me see the contents.

Question by Mr. Commissioner. When you instructed Mr. Harris to throw this package overboard did you instruct him to throw it over on the side of the ship away from the "Vanderbilt's" boat, so that the package could not be seen when it went over?

Answer. I gave Mr. Harris an order to throw it overboard from the starboard gangway, that being the nearest to my cabin door. It might have been the side away from the "Vanderbilt." The "Vanderbilt" certainly approached me on the starboard quarter. I do not know whether the "Vanderbilt's" boat was at that time on the port or starboard quarter. I don't recollect having instructed Mr. Harris in any other way than I have stated.

[The witness repeatedly refused to answer this question by a direct negative or affirmative, and in all cases herein was unwilling to answer without verbose explanations.—H. H. Elliott, Commissioner.]

Special interrogatory No. 1. To this interrogatory deponent says: After my examination had been finished and written down by the commissioner, and while awaiting my second interview with "you as suggested by you,"
79 I did hear that the cabin-boy had stated that I had put some papers in a tin box and thrown them overboard. I cannot say how many days it was after my examination. It might have been two or it might have been three. I cannot be positive. The cabin-boy's name was John Reed. I cannot say positively who told me. I think it was the cook. It was either the cook or steward.

Special interrogatory No. 2. To this interrogatory deponent says: I did not make or offer any statement or explanation to the prize commissioner previous to my examination and testimony in this suit, having been a prisoner and in jail up to the day when I was first examined by the commissioner. I therefore had no opportunity, nor at my first examination, as no question seemed to call for this explanation.

Special interrogatory No. 3. To this interrogatory he says: I did not apply of my own accord for leave to inspect my answer to the twentieth interrogatory, but I was sent for by the commissioner, and thus I made an explanation. At my first interrogation I considered the twentieth interrogatory to apply to letters, bills of lading, or papers connected with the ship or cargo. When the interrogatory was read to me by the commissioner at this second interview I then made the explanation relative to the package which was thrown overboard. The commissioner at this interview did ask me whether I understood the twentieth interrogatory, and my answer thereto, and he read the same to me. I then explained as above stated. This interview took place at the office of the prize commissioner the same day after getting a note from the commissioner requesting an interview. I should think this was within three or four days after my first examination. That examination was made and completed on the same day, viz: on the 1st day of April, 1863.

The witness desires permission to state that the cabin-boy, John Reed, named herein, threatened while on board ship, and before he reached this port, to do all he could to injure the witness, because he chastised him for neglect of duty. This was stated in presence of many witnesses.

STEPHEN JARMAN.

Subscribed and sworn to this 16th day of May, 1863.

HENRY H. ELLIOTT,
U. S. Prize Commissioner.

Certificate of U. S. prize commissioner attached.
Filed 18th May, 1863.

80 District court of the United States for the southern district of New York.

THE UNITED STATES
ag'st
THE STEAMER PETERHOFF, HER TACKLE, &C., AND CARGO. } In prize.

Please to take notice that this hon. court will be moved for a rule or order awarding special interrogatories to be settled by the court and to be propounded to Samuel J. Redgate in preparatorio in this case, so as to enable said Redgate fully to explain his political status and loyalty to the government of the United States, and his conduct, motives, and intents in relation

thereto; and further, to explain fully his connection with the cargo of the Peterhoff, and his motives and objects in connection with the voyage on which the said vessel was captured as prize, and also for such other and further rule or order as the court may deem proper in the premises. Which motion will be founded on an affidavit, with a copy of which you are herewith served, and brought on to be heard before the judge of this hon. court on the 29th day of April instant, at eleven o'clock a. m., or as soon thereafter as the motion can be heard.

LORENZO SHERWOOD,
Proctor for the within-named Claimant.

Dated April 27th, 1863.

To E. DELAFIELD SMITH, Esq., *U. S. Dist. Att'y.*

81 District court of the United States for the southern district of New York.

THE UNITED STATES
ag'st
THE STEAMER PETERHOFF, HER TACKLE, &C., AND CARGO. } In prize. 17, 494.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Samuel J. Redgate, one of the claimants of cargo in the above case, being duly sworn, says: That his political status, or citizenship, is a question for the court upon the facts of the case when fully stated; that he was a native-born subject of the crown of Great Britain; that he became a resident of the State of Coahuila and Texas before the political separation of Texas from Mexico; that he was active in his assistance and support of the achievement of the independence of Texas at the time that State became a republic; that he was a citizen of the republic of Texas at the time of its annexation to the United States as a State; that deponent, upon installation into various offices, as member of the legislature of the State of Texas, repeatedly took the oath to support the constitution of the United States, though he was never required to and never did take any oath of allegiance to the republic of Texas, or the State of Texas, or to the United States, otherwise than by oath to support the respective constitutions of the republic and State of Texas and of the United States.

Deponent further says that since the annexation of Texas to the United States he has borne true allegiance to the United States in every matter and thing, and to all intents and purposes he has committed no act, nor has he had any secret design to commit any act, directly or indirectly, in aid or comfort of the enemies of the United States or those opposed to the jurisdiction of its government; that, on the contrary, this deponent in every way and shape possible for him to act, opposed the secession of the State of Texas from the Union; that, at the time of the passage of the so-called secession ordinance of that State, deponent was a member of its legislature from Colorado County; that, after the passage of the so-called secession ordinance, deponent, together with fourteen members of the house of representatives, four senators, and six protesting delegates of the secession convention, signed an address or appeal to the people of Texas, urging them to resist the secession ordinance and to remain in the Union; that said appeal or address was printed and circulated, as far as possible, throughout the State; that deponent contributed to the circulation of said address
82 a very considerable amount of money; that he has a printed copy of said address now ready to be produced; that owing to the state of public feeling in the said State of Texas at the time of the publication and circulation of said address, the lives of the signers of the same were greatly

periled; that one of said signers of said address has since been murdered, as deponent has been informed and believes; another is now in duress, as deponent is informed and believes; and that the remainder of said twenty-four senators, members, and protesting delegates, are all or nearly all in exile from the State of Texas as political refugees, and that amongst the latter is this deponent; that this deponent, after the promulgation of said address, as he has reason to believe, narrowly escaped assassination before leaving the State of Texas, and knows that his life was conspired against by the secessionists in consequence of his political opinions and of his opposition to secession.

Deponent further says that he got out of the State of Texas into Mexico in the fall of 1861; that he went to the city of Matamoras, where he continued to sojourn until the fall of 1862; that, during his sojourn in Matamoras, deponent was in almost daily conference with the political refugees from Texas, and was privy to their designs and arrangements to persuade the government of the United States to take military possession of the western frontier of Texas; that deponent went to England in the month of October, 1862; that at the time he started from Matamoras for England he fully believed and had no doubt that the western frontier of Texas would be very soon in the military possession of the United States; that while in England deponent heard of and was informed of the supposed fact that General Banks had gone to Texas with a very large force; that at the time deponent started on the voyage from England to Matamoras, he expected and fully believed that upon the arrival of said vessel at Matamoras they would find the whole of Western Texas in the occupancy of the military forces of the United States, and that deponent was greatly disappointed when he learned, after the capture of the Peterhoff, that such was not the case.

Deponent further says that whilst in Great Britain he formed a co-partnership with John G. Galbraith, of Glasgow, Scotland, for the transaction of business at Glasgow, London, in England, and Matamoras, in Mexico; that the name and style of the firm was as follows: "Galbraith, Redgate & Co., Merchants, Glasgow;" "S. J. Redgate & Co., Merchants and Commission Agents, Matamoras, Mexico;" that in pursuance of this arran gement, deponent was on his way out to establish the branch of said house at the city of Matamoras contemplated by said co-partnership; that said business
83 was designed as a permanent business, and that the larger part of the cargo of the Peterhoff claimed by deponent, as owner, consignee, agent, &c., was being taken out to Matamoras in order to establish a permanent and legitimate business in pursuance of said co-partnership, and not otherwise.

Deponent further says that, as it respects his political status, he is, as he ever has been, the implacable enemy of the so-called Confederate government, and all those in authority under it, and of those who sympathize in what he believes to be the objects and purposes of the attempted revolution in the Southern States of this Union; that he is firmly attached to the constitution of the United States; that he desires to be and remain a citizen of the United States, in case he can receive that protection which his unwavering fidelity to the constitution and the Union entitles him to; but if, on the contrary, he is to be treated as an alien enemy, in consequence of the pretended or actual secession of the State of Texas from the Union, he desires to be regarded as a British subject, and in such event will claim protection under the crown of Great Britain.

Deponent further says that it is due to him, his loyalty and his reputation, as well as to the interests of others, that he should be placed right according to the facts before the court, and before the public, in respect to

the course he has pursued as a true and loyal citizen of the United States; that he respectfully protests against any course of proceeding that would falsely implicate him in treason, or the penalties or forfeitures of treason by construction; that he respectfully asks the aid of the court, in its discretion, under the thirteenth rule in prize cases, to award such special interrogatories in preparatorio, as will enable deponent to answer fully, and to produce the evidence in his possession in corroboration of the facts hereinbefore stated; or that the thirty-third interrogatory may be so enlarged in its scope of inquiry as to elicit the fact of loyalty and fidelity to the Union government, as well as the fact of having been a citizen of a seceded State in rebellion against the United States.

Deponent further says that at the time of taking proofs in preparatorio in this case, he was without counsel; that he was not aware of the nature of the proceedings, or of the necessity of so enlarging the inquiry beyond the standing interrogatories, as to place himself right before the court as it respects his course and conduct as a citizen of the United States; that deponent deems such explanation as he may be enabled to give just and necessary to his case.

SAMUEL J. REDGATE.

Subscribed and sworn to before me this 28th day of April, 1863.

JOHN A. OSBORNE, *U. S. Commissioner.*

Filed May 2, 1863.

May 2nd, motion denied, see minutes of court.

SATURDAY, 2*nd May*, 1863.

The court meets pursuant to adjournment and is opened by proclamation. Present: Judge Betts.

THE UNITED STATES
vs.
THE STEAMSHIP PETERHOFF, &c. } In prize. 17, 494.

Mr. Lorenzo Sherwood, of counsel for claimants, Almond & Redgate, reads and files affidavit of Samuel Redgate, and notice of motion, and moves that special interrogatories be addressed to Samuel Redgate, and argues in support of the motion.

The U. S. district attorney and Mr. Upton argue in opposition thereto.

Ordered by the court that the motion be denied.

84½ District court of the United States for the southern district of New York.

THE UNITED STATES
against
THE STEAMER PETERHOFF, HER TACKLE, &c., and cargo. } In prize. 17, 494.

Please take notice that an application or motion will be made to this honorable court for leave to renew the motion for special interrogatories to be awarded by the court, &c., and which motion was denied on the second day of May instant; that the application or motion for leave to renew will be founded on the original motion papers, together with the papers herewith served, and brought on to be heard before the court, at the United States district court-room, on the 7th day of May instant, at eleven o'clock a. m., or as soon thereafter as said application or motion can be heard.

Yours, &c., LORENZO SHERWOOD,
Proctor for Claimant, S. J. Redgate.

To E. DELAFIELD SMITH, Esq., *Dist. Att'y.*

District court of the United States for the southern district of New York.

THE UNITED STATES
against
THE STEAMER PETERHOFF, HER TACKLE, &C., AND CARGO. } In prize.

To the Honorable Samuel R. Betts, judge of the district court of the United for the southern district of New York:

Samuel J. Redgate, claimant in part of the cargo of the steamer Peterhoff, respectfully asks leave of the court to renew the motion for special interrogatories, &c., heretofore made, and which was denied on the ground, as assigned by the court, that the actual loyalty of the claimant to the United States government was immaterial, and that his being a citizen or resident of a seceded State at the time of secession would subject his property to capture as lawful prize.

The claimant respectfully suggests to the court that the political status of the loyal citizens of the seceded States is and must remain a question for the exclusive consideration of the political authorities of the nation until such time as the rights of those citizens are declared by those political authorities to be without the pale of governmental protection.

Second. The Union government not having acknowledged the existence of an opposition government either de jure or de facto, but having acted on the premises that a mere insurrection, based on the intention of accomplishing a revolution, existed, no recognition of the Southern Confederacy has yet been made by the government that would alter or change the political status of the loyal citizens of the seceded States.

Third. The political status of the claimant having been fixed by the constitution and laws of the United States, and having committed no act of disloyalty to the government, claimant respectfully denies any power of the judicial authorities to decitizenize him by construction or implication, or in any manner to impair the principle that protection is to accompany allegiance.

Fourth. The claimant respectfully suggests to the court that if upon further consideration the court should conclude that the question of true allegiance and loyalty on the part of claimant cannot be taken into account, he protests against being regarded in any respect as a citizen of the so-called Confederate government, which he never was; that being an alien enemy to the so-called Confederate government, claimant urges his right to so place himself before the court by proofs in preparatorio as to put himself in the attitude of a neutral for the purposes of just protection to his rights.

LORENZO SHERWOOD,
Proctor for claimant, S. J. Redgate.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Lorenzo Sherwood, proctor for claimant, Samuel J. Redgate, being duly sworn says that on the 26th day of April, 1863, he heard for the first time the intention on the part of the district attorney and counsel for the captors in the above cause that the point would be taken or urged that the property of Mr. Redgate should be condemned as a prize on the ground of his citizenship of Texas, without reference to his loyalty to the United States government; that he immediately set to work to prepare the motion papers for special interrogatories to examine Mr. Redgate in preparatorio in accordance with the motion heretofore made, and which was denied; that he served the motion papers the next day on the district attorney, E. Delafield Smith, esq., and that he lost no time in bringing up the matter before the court at the earliest day practicable, after he learned, much to his surprise, that such point would be urged; that since the denial of the said motion by the court,

and the grounds of denial given, it has become, in the opinion of deponent, absolutely necessary for claimant that he should be permitted to show the special facts of the case constituting his political status as a means of just protection.

LORENZO SHERWOOD.

Subscribed and sworn to before me this 5th day of May, 1863.
JOHN A. OSBORN, *U. S. Com'r.*

Filed 11th May, 1863.

MONDAY, *May* 11*th*, 1863.

The court meets, &c. Present: Hon. Judge Betts.

THE UNITED STATES
vs.
THE STEAMER PETERHOFF, HER TACKLE, &C. } In open court, in prize. 17, 494.

On motion of proctor for claimant, and by consent of the dist. att'y, the proctor for the claimants consenting thereto, it is ordered that Samuel J. Redgate be forthwith examined orally before the prize commissioners, the interrogatories and his testimony thereto reduced to writing by them, and submitted to the court; the district att'y and proctor for claimants to be allowed to be present and to put direct or cross interrogatories to the witness.

Endorsed: 17, 494. In prize, U. S. district court. The st'r Peterhoff, her tackle, &c., and cargo, *ads.* the United States. Order that Samuel J. Redgate be forthwith exam'd orally before U. S. prize com'rs, &c., &c. Filed 11th May, 1863.

88 District court of the United States for the southern district of New York.

THE UNITED STATES
ag'st
THE STEAMER PETERHOFF, HER TACKLE, &C., AND CARGO.

To the Honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

Stephen Jarman, of Falmouth, England, intervening for the interest of his principals, the owners of the steamer Peterhoff, her tackle, &c., and cargo, against which vessel, &c., and cargo, E. Delafield Smith, esq., district attorney for the United States, in the southern district of New York, has filed a libel on behalf of the said United States, appears before this honorable court, and claims all and singular the said steamer, &c., and cargo, for his said principals, and states that he was master of said steamer at the time of her seizure, and as set forth in the libel aforesaid, duly appointed by the owners thereof, and that he is now the lawful agent for said owners at this port, and the rightful bailee of the said steamer, &c., and cargo.

Second. The claimant admits that the said steamer Peterhoff, with the goods, wares, and merchandise laden therein, have been brought to the port of New York, and are now in said port, and within the jurisdiction of this honorable court.

The claimant denies each and every of the allegations contained in the first, second, and fourth sections of the said libel.

Wherefore the claimant prays that the said steamer, &c., and cargo may be restored to the claimant or to his principals, the said owners, with damages, demurrage, costs, fees, and expenses.

MARTIN & SMITH, *Proctors for Cl't.*

CITY AND COUNTY OF NEW YORK, *ss:*

Stephen Jarman, the within-named claimant, being duly sworn, maketh this his test oath, and says that the foregoing claim is true; that the
89 facts and averments embraced in the above claim are the truth in connection with the rights of this deponent, and his said principals, the owners of the said steamer and cargo; that the said steamer Peterhoff, with her tackle, apparel, furniture, and cargo, did belong prior to, and at the time of the seizure, and still does belong, and if restored will belong to neutrals, subjects of her majesty the queen of Great Britain and Ireland.

S. JARMAN.

Sworn to before me this 21st day of April, 1863.

GEORGE S. LEVINGS, *Notary Public.*

Filed April 21st, 1863.

District court of the United States for the southern district of New York.

THE UNITED STATES
against
THE STEAMER PETERHOFF, HER TACKLE, &C., AND CARGO. } In prize.

To the Honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

First. Samuel J. Redgate, late of Texas, and lately a political refugee from that State, but more recently sojourning in Great Britain, merchant, intervening for himself as owner, agent, and consignee of a large portion of the cargo of the said steamer Peterhoff, of the value of three hundred and seventy-five thousand dollars, or thereabouts, and against which steamer and cargo E. Delafield Smith, esq., district attorney of the United States in the southern district of New York, has filed a libel in behalf of the said United States, appears before this hon. court, and claims all and singular that portion of said cargo which stands in his name as owner or consignee, or under power of attorney to act as consignee or agent, for himself and principals, and states that he is bona fide owner, consignee, or agent for said portion of the cargo aforesaid, and is empowered to attend to and protect the interests in the portion of the cargo aforesaid and to demand res-
90 titution thereof, with damages for unlawful capture and detention, in behalf of himself as owner, consignee, agent, and also in behalf of the underwriters.

Second. Claimant admits that the steamer Peterhoff, with the goods, wares, and merchandise laden therein, have been brought to the port of New York, and are now in said port, and within the jurisdiction of this hon. court.

The claimant denies each and every allegation contained in the first, second, and fourth sections of said libel.

Wherefore the claimant prays that the said portion of the cargo claimed by him as aforesaid, and which he prays more particularly to specify if necessary, may be restored to claimant, with damages, demurrage, costs, fees, and expenses.

LORENZO SHERWOOD,
Proctor for Claimant.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Samuel J. Redgate, being duly sworn, maketh this his test oath, and says that the foregoing claim is true; that the facts and averments embraced in the above claim are true in connection with the rights of this de-

ponent; that the above-named portion of said cargo did belong prior to, and at the time of the seizure, and still does belong to this deponent as owner, consignee, agent, &c., as set forth in the foregoing claim and answer.

SAMUEL J. REDGATE.

Subscribed and sworn to before me this 22d day of April, 1863.
JOHN A. OSBORNE, *U. S. Commissioner.*

Filed April 22d, 1863.

District court of the United States for the southern district of New York.

THE UNITED STATES
ag'st
THE STEAMER PETERHOFF, HER TACKLE, &C., AND CARGO. } In prize.

First. George W. Almond, who is a resident of the city of London, and a subject of the crown of Great Britain, merchant, intervening for himself as owner and as agent and consignee of a portion of the cargo of said steamer Peterhoff, of the value of one hundred and fifty thousand dollars or thereabouts, and against which and cargo E. Delafield, esq., district attorney of the United States in the southern district of New York, has filed a libel in behalf of the said United States, appears before this hon. court and claims all and singular that portion of said cargo which stands in his name as owner, or consignee, or under power of attorney to act as consignee or agent for himself and principals, and states that he is a bona fide owner, consignee, or agent for the portion of the cargo aforesaid, and he is authorized and empowered to attend to and to protect the interest in the portion of the cargo aforesaid, and to demand restitution thereof, with damages for unlawful capture and detention in behalf of himself as owner, consignee, agent, and also in behalf of the underwriters. 91

Second. This claimant admits that the said steamer "Peterhoff," with the goods, wares, and merchandise laden therein, have been brought to the port of New York, and are now in said port, and within the jurisdiction of this hon. court.

This claimant denies each and every allegation in the first, second, and fourth sections in said libel contained.

Wherefore claimant prays that the said portion of the cargo claimed by him as aforesaid, and which he prays leave to specify more particularly if necessary, may be restored to claimant, with damages, demurrage, costs, fees, and expenses.

LORENZO SHERWOOD,
Proctor for Claimant.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

George W. Almond, being duly sworn, maketh this his test oath, and says that the foregoing claim is true; that the facts and averments embraced in the above claim are the truth in connection with the rights of this deponent; that the above-named portion of said cargo did belong prior to, and at the time of the seizure, and still does belong to this deponent as owner, consignee, agent, &c., as set forth in the foregoing claim and answer.

GEORGE W. ALMOND.

Subscribed and sworn to before me this 22d day of April, 1863.
JOHN A. OSBORNE, *U. S. Commissioner.*

Filed April 22d, 1863.

92 District court of the United States.

THE UNITED STATES
vs.
THE STEAMER PETERHOFF AND HER CARGO.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

E. Lewis, (acting master in the United States navy,) being duly sworn, says that he is, and was at the time of the capture herein, attached to the United States steamer "Vanderbilt," and was appointed prize master of said captured property, and has brought the same, as such, into the port of New York for adjudication; that the captured steamer herein is laden with a large cargo packed in boxes, bales, and cases, the true character of which cannot otherwise be ascertained than by unloading, opening, and inspection thereof; that such of the papers as were found on board said steamer very imperfectly disclose the true nature of the contents of said bales, cases, and boxes, and describe the same as merchandize simply, except in a few instances of artillery boots, and army shoes and blankets; and as deponent was informed by persons composing the crew of the captured steamer, packages of papers of the vessel were burnt or thrown overboard as the vessel was about being captured.

E. LEWIS.

Sworn before me this 23d day of April, 1863.

HENRY H. ELLIOTT,
U. S. Prize Commissioner.

SIR: Please take notice that on the foregoing affidavit, and on the evidence and proceedings herein, I will apply to the court, on Saturday next, at the chambers thereof, at 11 o'clock a. m. of that day, or as soon thereafter as counsel can be heard, for an order for the unlivery of the cargo of the captured steamer herein, under such safeguard as the court may di-
93 rect, to the end that the same may be opened, inspected, and its character fully reported to the court, to be used as evidence on the hearing of the cause.

Yours,

F. H. UPTON,
Counsel for the Captors.

To E. DELAFIELD SMITH, Esq., *U. S. District Attorney.*
MARTIN & SMITH, Esqs., *Proctors for Claimants.*

U. S. district court.

THE UNITED STATES
vs.
THE STEAMER PETERHOFF AND CARGO.

GENTLEMEN: Please take notice that on the papers on file, and the proceedings herein, I shall apply to his honor Samuel R. Betts, judge, &c., at his chambers, on Saturday next, at 11 o'clock, or as soon thereafter as I can be heard, for an order that the above cargo be unladen and examined, and that a report be made to the court of its character, to be used as evidence on the trial of the cause.

Yours, &c.,

E. DELAFIELD SMITH,
U. S. District Attorney.

April 23, 1863.

Messrs. MARTIN & SMITH, *Claimants' Proctors.*

94 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Saturday, the twenty-fifth day of April, in the year of Lord one thousand eight hundred and sixty-three.

Present: The Hon. Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE STEAMER PETERHOFF AND CARGO.

On reading and filing the affidavit of E. Lewis, the prize master of the captured vessel herein, with the notice of motion of F. H. Upton, the counsel for the captors, and also the notice of the like motion by E. Delafield Smith, U. S. district attorney, and after hearing the district attorney and said counsel for the captors in support of said motion, and A. F. Smith and L. Sherwood, esqs., in opposition thereto, now, on motion of said district attorney of the United States and counsel for the captors, it is ordered that the marshal of the United States having the custody of the captured property herein, without any unnecessary delay, cause the cargo of the steamer "Peterhoff" to be unladen and stored in a safe and conveniently situated warehouse, and one having sufficient accommodations for the unpacking and inspection of said cargo, and that such unlading and stowing be done only in the presence of the persons next hereinafter named. And it is further ordered that Edwin Gerard, Henry H. Elliot, and Orison Blunt, esqs., be, and they are hereby appointed to examine and make a true and perfect inventory of the said cargo upon the unlading thereof; that they open the boxes, cases, and bales containing the same, and remove the contents thereof, so far as in their judgment it is necessary to do so in order to ascertain the nature and quality of said cargo, and that with all convenient speed to return into court the said true and perfect inventory, together with their certificate of the particulars, names, descriptions, and assortments of the goods therein set forth, with their marks and numbers, and the nature, use, quantities and qualities thereof, and any fact that they may dis-

95 cover and deem material in the premises. And it is further ordered that the marshal allow no person to be present at the unlading, storing, opening, and inspection of said cargo, other than the persons above named and the prize commissioners and the laborers by him employed in the work; and after inspection thereof to the entire satisfaction of the persons above named, to enable them to perform the duties specified, that the same be returned to their original cases, boxes, and bales, as nearly as possible in the condition in which they were found; and that said cargo be placed under the seals of the prize commissioners, impressed upon the doors, locks, or fastenings of the loft or lofts in which the same is deposited; thus to remain until the further order of the court thereon.

(Signed) SAMUEL R. BETTS.

We consent to the form of the foregoing order.

E. DELAFIELD SMITH,
U. S. District Attorney.
F. H. UPTON,
Counsel for the Captors.

A true copy.

GEO. T. BETTS, *Clerk.*

Filed 25 April, 1863.

District court of the United States for the southern district of New York.

THE UNITED STATES
ag'st
THE STEAMER PETERHOFF AND CARGO.

The undersigned, a special commission appointed under an order of this court dated the (25th) twenty-fifth day of April, (1863,) eighteen hundred and sixty-three, "to examine and make a true and perfect inventory of the cargo of the above steamer Peterhoff, to open the boxes, cases, and bales containing the same, and remove the contents thereof so far as in their judgment it is necessary to do so in order to ascertain the nature and quality of said cargo, and to return into court the said true and perfect inven-
96 tory, together with their certificate of the names, descriptions, and assortment of the goods therein set forth, &c., &c., and any facts that they may discover and deem material in the premises," do hereby report as follows:

That they have performed the labor specified in the above-named order; that an inventory of all said cargo is hereto annexed. That a very large portion of the said cargo will be found, on an examination of the inventory aforesaid, to be particularly adapted to army use; that large numbers of cases contain Blucher boots, which are known as army shoes; a number of cases contain "cavalry boots," and are so labelled, samples of said labels being hereto annexed; that one hundred and ninety-two bales of the said cargo consists of gray blankets, adapted to the use of an army, and are believed to be such as are used in the United States army; ninety-five casks contain horseshoes of a large size; thirty-six cases of a large size, containing artillery harness in sets for four horses, with two riding saddles attached to each set. There were also on board two hydraulic presses, in pieces, adapted for cotton. That a considerable portion of said cargo consists of drugs, directed "Burchard & Co., successors, Matamoras, Mexico," in which, among an assorted lot of drugs, quinine, calomel, morphine, and chloroform form an important portion.

The cargo consists as follows, viz:

1,520 cases merchandize.
110 trunks do.
287 bales do.
169 casks do.
209 kegs do.
559 bundles do.
1,343 bundles hoop iron.
280 bundles and bars steel or iron.

New York, May 29th, 1863.
All of which is respectfully submitted.

ORISON BLUNT.
HENRY H. ELLIOTT.

The undersigned, one of the commissioners appointed by the court to examine the cargo of the steamer Peterhoff, concurs in the annexed inventory and description of said cargo, but differs from his colleagues upon said commission as to that portion of their report which describes certain of the cargo as being particularly adapted to the use of an army.

EDWIN GERARD.

New York, May 29, 1863.

97 *Schedule of the cargo of the steamer Peterhoff, discharged at Union Stores, Brooklyn.*

Marks.	Numbers.	Cases.	T'nks.	Bales.	Casks	Kegs.	Bun's	Opn'd	Found to contain.
RD—G	10 to 20	10						5	Blucher boots.
	21 to 23			3				2	Yarn stockings.
	24 to 32	9						5	Planes, axes, &c.
	35 to 53	19						8	Dry-goods.
	54 to 59	2		4				2	Crimean shirts.
	100 to 199					100		5	Nails.
	200 to 201	2						1	Soft hats.
	250 to 259	10						4	Blucher boots.
	280 to 319	40						10	Do.
	320 to 349	30						5	Envelopes and paper.
	350 to 376	27						1	Green tea.
	375 to 405	31						6	Stationery.
D—F	1 to 2	2						1	Garden seeds.
	1 to 45						145		145 coils rope.
AL—H	1 to 10	10						2	Artillery harness.
H—H	1 to 16	16						2	Buckles.
B [RH] B	1 to 26	26						7	Artillery harness and chains.
R [JW] B	1 to 21	21						5	Blucher and gent's boots.
	22 to 23			2				2	Leather.
H & A	1,2,7 to 9	5						2	Cloths and hats.
	3 to 6			4				4	Cassimeres.
50	500 to 528	29						4	Skirts, hose, and gloves.
B	1 to 105	105						32	Shirts, drawers, scarfs, and hose.
Do	110 to 177	68						17	Do. do.
Do	180 to 240	61						13	Do. do.
W. B. N	60 to 87	28						15	Crimean shirts.
J [B] W	1 to 151	151						66	Welling'n, Napole'n, police, cavalry, and army Blucher boots.
Peterhoff ow'rs.	1 to 23						93		23 rolls bagging.
J	1 to 50						50		50 coils rope.
W [B] A	1 to 12 & 24	10		3				6	L. W. hose and summer cloths.
Do	14 to 19	6						4	Mixed hose.
A—B	13			1				1	Cloths.
P S	1 to 42						45		45 bundles, 2 coils each, rope.
I I—B	A, B, C, D, E, F, G, H, I, J, K, L, M, N.	1			13			4	Hinges, screws, stocks, and dies.
Do	1 to 29					29			Iron kegs, nails.
Do	50 to 58	2			7			2	Saws and files.
Do	75 to 81	2			5			6	Pick ax's & hand's, axes & ha'ts.
Do	82 to 201						190		Spades and shovels.
Do	175 to 216						42		42 anvils.
Do	100 to 159						60		60 blacks, bellows.
Do	217 to 218				2			1	Vices.
Do	230 to 236	6			1			6	Planes and hardware.
Do	250 to 276						27		Shovels and spades.
F C & C B	1 to 29	29						15	Army Blucher boots.
F C & C L B	30 to 39	10						2	Full-length russett army boots.
W [BB&Co] W	1 to 10	5						4	Shawls, neck-ties collars, suspenders and ass'd dry goods.
Do	11 to 14			5				1	Crimean shirts.
Do	15 to 17	3		4				2	Ladies' collars and cuffs.
C [GB] S	1 to 10							1	Gray mixed blankets.
C [GB] G	11 to 17	7		10				2	Black and russett Bluchers.
G R	1 to 2	2						1	Soft hats.
Do	3 to 8	1			5			2	Saddles and hardware.
Do	10	1						1	Horse brushes.
Do	12 to 16				5			1	Hardware.
Do	18 to 22	3			2			2	Saddlery and quinine.
Do	23 to 24				2			1	Hardware.
Do	4 or 11				1			1	Do.
Do	25 to 37	13						3	Cast steel and files.
S J R	1 to 4	2						4	Dry-goods and ladies' gaiters.
B J	1 to 6	6						6	Red, white, and blue bunting.
Burchard & Co., successors, Matamoras	32 to 37	6						1	Drugs.
Do	39	1						1	Quinine.
Do	40 to 41					2		2	Iron kegs oil.
Do	42 to 58	17						9	Drugs.
Do	60 to 81	22						2	Drugs.
Do	100 to 105	2						5	Ass'd dry-goods.
X	1 to 29				29			2	Rolls zinc.
B [G&Co] B	1 to 10	10						9	Can'd meats and soups.
ET	1 to 18	6		12				1	Cloths and summer clothing.
Do	20 to 23			4				2	Cloths.
Do	25 to 27	3						1	Ass'd dry-goods.
F C & C				12				10	Army or gray blankets.
P [WA] N	119 to 147	29						2	Hose, shirts, drawers, &c.

Schedule of the cargo of the steamer Peterhoff, &c.—Continued.

Marks.	Numbers.	Cases.	T'nks.	Bales.	Casks	Kegs.	Bun'ls	Opn'd	Found to contain.
W [WA] P.....	212 to 250	.....	39	.....	.....	.....	.....	1	Shoes.
	277	.....	.....	1	.....	.....	.....	3	White blankets.
	282 to 320	6	33	.....	.....	.....	.....	3	Shoes and l't Blucher boots.
	321 to 334	11	.....	3	.....	.....	.....	3	Sheep skins.
	338 to 343	4	2	.....	.....	.....	.....	2	Saddlery hardware.
P [WA].....	344 to 367	.....	24	.....	.....	.....	.....	1	Congress gaiters.
P [WA] SJ....	374 to 376	3	...	.....	.....	.....	.....	10	Soft hats.
T [WA] H.....	1 to 43	10	.....	33	.....	.....	.....	.....	Ass'd dry-goods.
O.....	1 to 78	.....	.....	.....	.....	78	.....		Iron kegs nails.
S J.....	1 to 8	.....	8	.....	.....	.....	.....	1	Congress gaiters.
Do.....	1 to 2	2	.....	.....	.....	.....	.....	2	Stationery and soap.
Do.....	1 to 2	2	.....	.....	.....	.....	.....	2	Dry-goods and paper.
Capt. S. Jarman	1 to 2	2	.....	.....	.....	.....	.....	1	Paper.
S. S. J.....	960	1	....	.....	.....	.....	.....	1	Crimean shirt.
P. S. & Co. ×...	1 to 11	2	.....	.....	.....	.....	9	.....	Nos. 2 and 11, cases machinery; Nos. 3 and 6, iron bed-plate for press; No. 4, iron piston rod; Nos. 1, 5, 7, 8, 9, 10, numbers not visible, supposed to belong with this set.
W. B. & Co.-W	1 to 85	.....	.....	85	.....	.....	.....	4	Mixed and grey blankets.
D. W. B. & Co., W.....	86 to 90	.....	.....	5	.....	.....	.....	1	Do. do.
J—F. G. & Co..	1 to 3	3	.....	.....	.....	.....	.....	2	Ass'd drugs.
C [WA] L.....	1 to 95	.....	.....	.....	95	.....	.....	1	½ bbls. horseshoes.
Do.....	96 to 104	.....	.....	.....	.....	.....	9	.....	Bags horses nails.
C [WA] N.....	150 to 160	8	.....	3	.....	.....	.....	5	Hosiery.
Do...	159½ to 160¼	2	.....	.....	.....	.....	.....	.....	
Do.....	161 to 177	17	.....	.....	.....	.....	.....	6	Venetian binding.
W [WA] C.....	200 to 211	.....	.....	12	.....	.....	.....	.....	
Do.....	251 to 276	22	2	.....	2	.....	.....	4	Shoes, shoe thread, and shoe pegs.
Do.....	278 to 281	4	.....	.....	.....	.....	.....	1	Blucher boots.
C—WA.....	268 to 273	6	.....	.....	.....	.....	.....	4	Shoes.
WA—C.....	38 to 117	.....	.....	80	.....	.....	.....	4	Mixed and gray blankets.
C [WA] S—J...	335 to 337	2	1	.....	.....	.....	.....	2	Combs and buckles.
WA.....	80 to 99	.....	.....	.....	.....	.....	20	.....	20 coils rope.
B.....	....	1	.....	.....	.....	.....	.....	1	Samples.
W—A [B].....	....	1	.....	.....	.....	.....	.....	1	Do.
[B] J—W.....	....	1	.....	.....	.....	.....	.....	1	Do.
No. mark.....	....	1	.....	.....	.....	.....	.....	1	Do.
Do.....	....	1	.....	.....	.....	.....	.....	1	Do.
(57).....	....	.....	.....	.....	.....	.....	9	.....	9 rolls bagging.
No. mark, or T. B.....	....	501	.....	.....	.....	.....	.....	.....	500 boxes tin, (1 in dispute.)
	....	1,520	109	286	169	209	559	.....	
O.....	....	.....	.....	.....	.....	.....	1,357	.....	1,343 bundles hoop iron, (14 in dispute.)
No. mark.....	....	.....	.....	.....	.. ...	.....	228	.....	280 bundles and bars steel or iron, (7 in dispute.)

103 *Copy of card taken out of trunk No. 11 J. [B] W. attached to commissioners' report.*

From J. Wetherell & Co., tanners, curriers, shoe manufacturers, &c. Northampton.

This trunk contains 5, 6, 7, 8, 9, 10, 11, 12, pairs. Total, 100 army Bluchers.

Copy of card taken out of trunk No. 90 J. [B] W. attached to commissioners' report.

From J. Wetherell & Co, tanners, curriers, shoe manufacturers, &c., Northampton.

This trunk contains 5, 6, 7, 8, 9, 10, 11, 12, pairs. Total, 36 cavalry boots

104 *Copy of invoice taken out case No. 105, attached to commissioners' report.*

Messrs. Burchard & Co., successors, London, 18 . Matamoras, Mexico, W. C.

No. 105.

Bo't of Samuel Barton & Sons, hosier, glover, tailor, and ready-made linen warehouseman, No. 3 Strand, three doors from Northumberland House. Shirts and clothes of all descriptions made to order at the shortest notice. No. 105. Complete outfits for India.

		£	s.	d.
Dec. 10, 1862.	6 damask tablecloths, 89 by 67 inches, 10*s.* 6*d.*	3	3	0
	4 doz. damask napkins, 20½ by 20½ inches, 13*s.* 3*d*	2	13	0
	6 pairs sup. blankets, 79 by 62 inches, 21*s.*....	6	6	0
	26 yds. Irish linen, 36 inches wide, 1*s.* 9*d*.....	2	5	6
	29 yds. super linen, 35 inches wide, 2*s.* 3*d*.....	3	5	3
	40 yds. crash, 18 inches wide, 9*d*.....	1	10	0
	54 yds. long-cloth, 35½ inches wide, 10*d*.....	2	15	0
	41½ yds. long-cloth, 36 inches wide, 11*d*.....	1	18	0
	10 yds. black lashing, 25½ inches wide, 3*s.* 6*d*...	1	15	0
	12 linen brown Turkish towels, for.....	1	3	0
	3 doz. pairs brown cotton socks, 12*s.*	1	16	0
	1 doz. pairs brown merino feet, for.....	1	3	0
	1,000 each, 6, 7, 8, 9, 10 best needles, sharps, 6*s.*	1	10	0
	500 each, 2, 3, 4, 6, best tailors' needles, 6*s.*..		12	0
	6 doz. each, 24, 30, 36, 40, 50, Coates's best spool cotton, (200 yards each,) 1*s.* 10*d*.....	2	15	0
	9 gross best pearl shirt-buttons, 4*s*.....	1	16	0
105	2½ doz. cambric handkerchiefs, 15*s*.....	1	17	6
	3 lbs. best small pins, 3*s.* 6*d*.....		10	6
	3 lbs. middle-sized pins, 3*s*.....		9	0
	3 lbs. large-sized pins, 2*s.* 6*d*.....		7	6
	1 doz. No. 13 best Holland tape.....		1	3
	2 doz. No. 27 best Holland tape, 2*s*.....		4	0
	1 doz. No. 135 best Holland tape		2	6
	9 gro. each, No. 5 and No. 7 white hooks & eyes, 6*d*.....		9	0
	3 gro. each, No. 5 and No. 7 black hooks & eyes, 6*d*.....		3	0
	3 lbs. patent black thread, 3*s.* 4*d*.....		10	0
	3 lbs. patent white thread, 3*s.* 4*d*.....		10	0
	3 lbs. shoe thread, 2*s.* 11*d*.....		8	9
	10 yds. French alpaca, 27 inches wide, 2*s.* 6*d*...	1	5	0
	A packing case, lined with tin and hooped.....	1	4	0
		43	17	9
	3 pairs stout leather boots, 18*s*.....	2	14	0
	6 colored cotton shirts, 3*s.* 6*d*.....	1	1	0
	3 blue cotton shirts, 3*s*.....		9	0
	6 pair cotton stockings, 2*s*.....		12	0
	2 black neck-ties, 2*s.* 6*d*.....		5	0
		48	18	9

Filed June 2d, 1863.

106 *Recapitulation of cargo.*

1,520 cases, 109 trunks, 286 bales, 169 casks, 209 kegs, 559 bundles, 1,343 bundles hoop iron (14 in dispute,) 280 bundles and bars steel or iron (7 in dispute.)

E. E. New York, May 23d, 1863.

RICHARD H. HARDING,
Clerk to Commissioners.
ORISON BLUNT,
HENRY H. ELLIOTT,
EDWIN GERARD,
Commissioners for Discharge and Investigation.

The following delivered on order of capt'n :

Marks.	Nos.	Cases.	Tr'ks.	Bales.	Casks.	Kegs.	B'dl's.	Found to contain.
E T			1					Samples.
B B & Co. W N			2					Do
50			1					Do.
J W. R B			1					Do.
B.			1					Do.
P. J. Edwards			1					Do.
Fragilo	3,634	1						Quinine.
H. M. & Co	34	9						
J. H. Elsworth		1						As'd spoons, knives & forks.
P & Co.—P		42						
P	1	25						
P	2	23						
P	4	4						Bitters, 1 del'd to steward.
J					29			Ale & bro. stout.
A	17				1			Ale.
J		3						Cheese.
S. Jarman		1						Seeds from cabin.
No mark		1						Supp'd to contain 50 lbs. tobacco.
Do							13	Cont'g empty bags.
Do		1						Claret.
Do		1						Bitters.
Do		1						Port Wine.
Do		1						Gin.
Do		1						Champ'n.
		115	7		30		13	

Recapitulation of goods delivered on order to the captain.

115 cases, 7 trunks, 30 casks, 13 bundles, ship and cabin stores, 5 hampers potatoes, 10 casks engineer stores, &c., 45 bbls. flour, beef, pork, bread, &c.; 1 bag peas, 1 bag rice, 45 bags ship-bread, 16 covered hams, 13 pieces bacon, 1 basket rusty cotton hooks.

136 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Tuesday, the 21st day of April, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE STEAMER "PETERHOFF," HER TACKLE, &C., AND CARGO. } In prize. 17, 494.

The marshal having returned the monition issued in the above-entitled cause, "the steamer Peterhoff, her tackle, &c., and cargo attached, notice given, and proclamation made:"

Thereupon, Messrs. Martin & Smith appear for the claimants of vessel and part cargo, and have one day to answer herein.

Mr. Lorenzo Sherwood appears for the claimants (George W. Almond and Samuel J. Redgate) of part cargo, and has one day to answer herein.

137 District court of the United States for the southern district of New York.

Stipulation entered into pursuant to the rules of practice of this court, filed the 21st day of April, 1863.

Whereas a libel was filed in this court, on the thirtieth day of March, in the year of our Lord one thousand eight hundred and sixty-three, by E. Delafield Smith, U. S. district attorney, on behalf of the United States, against the steamer Peterhoff, her tackle, &c., for the reasons and causes in the said libel mentioned, and praying that said steamer, her tackle, &c., and cargo may be condemned as lawful prize to the United States, and the parties hereto hereby consenting that in case of default or contumacy on the part of the claimants or their surety, execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands.

And whereas, also, a claim has been filed in said cause by Robert Mackie *et al.:*

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimants above named shall pay all costs and expenses which shall be awarded against them by the final decree of this court, or upon an appeal, by the appellate court.

ROB'T MACKIE.
GE. RECKNAGEL.

Taken and acknowledged this 21st day of April, 1863, before me.
GEO. W. MORTON, *U. S. Commissioner.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

George Recknagel, party to the above stipulation, being duly sworn, doth depose and say that he resides in the southern district of New York; that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

GE. RECKNAGEL.

Sworn to this 21st day of April, 1863, before me.
GEO. W. MORTON, *U. S. Commissioner.*

Recorded the 21st day of April, 1863.

G. F. BETTS, *Clerk.*

138 District court of the United States for the southern district of New York.

Stipulation entered into pursuant to the rules and practice of this court, filed the 22d day of April, 1863.

Whereas a libel was filed in this court, on the 30th day of March, in the year of our Lord one thousand eight hundred and sixty-three, by E. Delafield Smith, U. S. district attorney, on behalf of the United States, against the steamer Peterhoff, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned, and praying that said steamer, her tackle, and cargo may be condemned as lawful prize to the United States and the parties hereto hereby consenting that in case of default or contumacy on the part of the claimant or his surety, execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands.

And whereas, also, a claim has been filed in said cause by George W. Almond:

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimant above named shall pay all costs and expenses which shall be awarded against him by the final decree of this court, or upon an appeal, by the appellate court.

GEORGE W. ALMOND.
ROB'T MACKIE.
GE. RECKNAGEL.

Taken and acknowledged this 22d day of April, 1863, before me.
JOHN A. OSBORN, *U. S. Commissioner.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

George Recknagel and Robert Mackie, parties to the above stipulation, being duly sworn, doth each depose and say that he resides in the southern district of New York, and that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

ROB'T MACKIE.
GE. RECKNAGEL.

Sworn to this 22d day of April, 1863, before me.
——— ———, *U. S. Commissioner.*

Recorded the 22d day of April, 1863.
G. F. BETTS, *Clerk.*

139 District court of the United States for the southern district of New York.

Stipulation entered into pursuant to the rules and practice of this court, filed the 22d day of April, 1863.

Whereas a libel was filed in this court, on the thirtieth day of March, in the year of our Lord one thousand eight hundred and sixty-three, by E. Delafield Smith, U. S. district attorney, on behalf of the United States, against the steamer Peterhoff, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned, and praying that said steamer, her tackle, &c., and cargo may be condemned as lawful prize to the United States, and the parties hereto hereby consenting that in case of default or contumacy on the part of the claimant or his surety, execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands.

And whereas, also, a claim has been filed in said cause by Samuel J. Redgate:

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimants above named shall pay all costs and expenses which shall be awarded against them by the final decree of this court, or upon an appeal, by the appellate court.

SAM'L J. REDGATE.
ROB'T MACKIE.
GE. RECKNAGEL.

Taken and acknowledged this 22d day of April, 1863, before me.
JOHN A. OSBORN, *U. S. Commissioner.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

George Recknagel and Robert Mackie, parties to the above stipulation, being duly sworn, doth each depose and say that he resides in the southern district of New York; that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

ROB'T MACKIE.
GE. RECKNAGEL.

Sworn to this 22d day of April, 1863, before me.
JOHN A. OSBORN, *U. S. Commissioner.*

Recorded the 22d day of April, 1863.
G. F. BETTS, *Clerk.*

140 District court of the United States for the southern district of New York.

THE UNITED STATES
vs.
THE STEAMER PETERHOFF, TACKLE, &C., AND CARGO. } In prize.

To the Honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

First. Robert Mackie, of the city of New York, merchant, intervening for the interest of his principals, the underwriters, hereinafter mentioned, in the steamer Peterhoff, her tackle, apparel, furniture, and cargo, against which vessel, &c., and cargo, E. Delafield Smith, esquire, district attorney of the United States in the southern district of New York, has filed a libel on behalf of the said United States, appears before this honorable court and claims all and singular the said steamer, &c., for his said principals, and states that he has been duly appointed to act as agent at the port of New York, for the subscribers at Lloyds, said underwriters in Europe, and that it is made his duty and he is empowered to attend to the interests of the said subscribers at Lloyds, in general.

That he has been credibly informed and verily believes that the said steamer, &c., and cargo, were fully insured by his said principals, and from the circumstances of the case he has reason to believe and does believe that the ownership in said steamer, &c., and cargo has vested in said underwriters; that he has not recieved information from Europe, where all of said underwriters are located, as to which of them had underwritten in
141 said steamer, &c., and cargo, and he is therefore unable to state their names or other particulars connected with said steamer, &c.; that he wrote to Lloyds at the earliest moment, upon the subject, and expects an answer in the course of a few weeks; that from the distant location of some of said underwriters, and their number, sufficient time has not elapsed to put your claimant in possession of full particulars in the premises.

From the circumstances aforesaid the claimant states that his said principals, the said underwriters, are the true and bona fide owners of said steamer, &c., and cargo, and that no other person is the owner thereof, to the best of this claimant's knowledge, information, and belief.

Second. The claimant admits that the said steamer Peterhoff, with the goods, wares, and merchandize laden therein, have been brought to the port of New York, and are now at said port and within the jurisdiction of this honorable court. The claimant denies each and every of the allegations contained in the first, second, and fourth sections of the said libel.

Wherefore the claimant prays that the said steamer, &c., and cargo may be restored to the claimant or to his principals, the said underwriters, with damages, demurrage, costs, fees, and expenses.

MARTIN & SMITH, *Proctors for Clt.*

141 CITY AND COUNTY OF NEW YORK, *ss:*

Robert Mackie, the above-named claimant, being duly sworn, maketh this his test oath, and says that the foregoing claim is true; that the facts and averments embraced in the above claim are the truth, in connection with the rights of this deponent and his said principals, the board of underwriters therein mentioned; that the above-named vessel, the Peterhoff, with her tackle, apparel, furniture, and cargo, did belong prior to and at the time of the seizure, and still does belong, and if restored will belong to neutral subjects of her majesty the queen of Great Britain and Ireland.

ROB'T MACKIE.

Sworn to before me this 21st day of April, 1863.

A. C. WILLMARTH, *Notary Public.*

Endorsed: District court of the United States for the southern district of New York. 17, 494. The United States *ag't* the steamer Peterhoff, &c. Claim and answer of Robert Mackie. Martin & Smith, proctors for cl't.

Due service of a copy of the within claim and answer admitted.
Dated New York, April 21, 1863.

E. DELAFIELD SMITH, *U. S. Dist. Att'y.*

Filed 21 April, 1863.

142 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Tuesday, the seventh day of July, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE STEAMER PETERHOFF AND CARGO.

This cause being laid over from yesterday, the U. S. district attorney renews his motion for the hearing of the cause.

Ordered hearing; whereupon the U. S. district attorney reads pleadings, depositions in preparatorio, papers, &c.

Cause adjourned to 8th inst.

July 8th, cause cont'd.

The U. S. dist. att'y and counsel for captors read the several papers, exhibits, &c., on file, in the cause.

Cause adjourned.

July 9th, cause continued.

The U. S. dist. att'y argues for libellants. Mr. Upton argues for naval captors.

Cause adj'd.

July 10th, cause cont'd.

Mr. Lorenzo Sherwood argues on behalf of the claimants of the cargo. The U. S. dist. att'y argues for libellants.

Cause adj'd.

July 13, cause cont'd.

Mr. Augustus F. Smith argues for cl'm'ts of vessel and cargo.

Cause adj'd.

July 14, cause cont'd.

Mr. Upton argues for captors.

Cause adj'd.

July 17, cause cont'd.

Mr. Upton concludes argument on behalf of the libellants and captors.

Briefs to be handed in.

Cur. adv. vult.

143 District court of the United States for the southern district of New York.

In the matter of the steamer Peterhoff and her cargo, taken as a prize.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Elnathan Lewis, being duly sworn, deposes and says that he is acting master, U. S. navy, attached to the U. S. steamer Vanderbilt, Captain C. J. Baldwin; that as such acting master he arrived in this port on the morning of Saturday last, the 28th instant, in charge, as prize master, of the above-named steamer Peterhoff, captured by the above-named steamer Vanderbilt, on the eve'g of the 25th day February last, off the island of St. Thomas, about four and one half miles from the outer road or mouth of the harbor; that after the said capture deponent was placed in charge as prize master, and ordered to proceed with said prize to Key West; that deponent did so proceed to Key West, when he found the U. S. district judge, the marshal, and district attorney absent; deponent thereon reported to Admiral Bailey, in command of Key West, who ordered deponent to proceed to this post; that the papers found on board the said prize were placed in charge of deponent, and are now handed to the prize commissioner and are as follows:

2 bills of health and two consular certificates, marked 1, 2, 3, 4; one register, No. 5; one shipping bill, 6; victualling bill, No. 7; one partial manifest, No. 8; one passenger's certificate, No. 9; one copy register, No. 10; two custom-house cockets, Nos. 11 and 12; one clearance, London, No 13; one certificate of registry, No. 14; two crew agreements, Nos. 15 and 16; 72 miscellaneous papers, a very great variety of letters, bills of lading, invoices, certificates, &c., &c., numbered No. 17 to 288, inclusive.

That the papers above named and all the papers above named were refused delivery to deponent, until after the arrival of the said prize at Key West, when under instructions from Admiral Bailey, deponent demanded, in writing, of the captain and passengers on board, their delivery, whereupon the same were delivered to deponent, and left by him in the hands of the U. S. prize com'r, and held by him in custody while in Key West, and kept under seal. One log-book, marked A; four cargo books, marked B, C, D, and E.

Act'g Master E. LEWIS,
Prize Master Steamer Peterhoff.

That deponent has delivered to the prize commissioners each and every document, paper, and writing received by him relating to the aforesaid captured property, in the same state and condition in which he received them, without any "fraud, subduction, or embezzlement," and without any additions or alterations whatever; and he does not know nor does he believe that any of the documents, papers, and writings so received are missing or wanting.

The deponent further says that if at any time hereafter, and before the final condemnation or acquittal of the said captured property, any further or other papers relating thereto shall be found or discovered to his knowledge, they shall be delivered up, or information thereof given to the prize commissioners of this district, or to this court.

Act'g Master E. LEWIS,
Prize Master St'm'r Peterhoff.

Subscribed and sworn to this 31st day of March, 1863.

HENRY H. ELLIOTT, *U. S. Prize Com'r.*

144 Deponent likewise adds that, in addition to the within-named papers, he now delivers to the prize commissioners a bag, supposed to be the vessel's mail, which bag is under seal and has not been opened.

Act'g Master E. LEWIS,
Prize Master St'm'r Peterhoff.

Subscribed and sworn to this 30th day of March, 1863.
HENRY H. ELLIOTT, *U. S. Prize Com'r.*

145 No. 1.

No. 3694. Capitain S. Jarman, forende damperen Peterhoff, of London, drogtig 669 tons agter sigtil, Matamoras, (Mexico,) og udforer: Vimirni boagter lanming.

Passerer fri : St. Thoma Told Kammer, den 24 Febuar 1863.
Hainemesbergeby $27 44.
[SEAL.] C. F. OHSTEN.
Formigh Fortatd'e, 24th, '63.
DREYER.

146 No. 2.

Consulado de Mexico, en San Tomas, Patente de Sanidad.

Gabriel Da Costa Gomez, consul de Mexico en San Thomas:

Certifico Ique el vapor Inglis " Peterhoff" de porte de 669 toneladas su capitan Sr. Stephen Jarman este para hacerse a la vela de este puerto para el de Matamoras llevando treinta hombrez detripulation. incluso el capitan y sieta pasageros numero total treintasiete personas. Asimismo certifico que en este ciudad y su dependencia, se goza por la divina misericordia de Dios, de la mas perfecta salud, sin sos pecha ninguna de enfermedad contagiosa.

Y para que conste firmo y sello la presente en San Thomas, a 24 de Febr'o, de 1863.
[SEAL.] G. DA COSTA GOMEZ.

147 No. 3.

To all to whom these presents shall come, greeting:

We, the undersigned, officers of her majesty Queen Victoria, in the port of London, in the city or town of London.

Whereas the vessel called the Peterhoff, whose master is J. J. Waters, is about to sail from the said port of London on this seventh day of January, in the year of our Lord one thousand eight hundred and sixty-three, and from thence for St. Thomas, and other places beyond the seas, with thirty-eight persons on board, including the said master:

Now know ye that we, the said officers, do hereby make it known to all men, and pledge our faith thereunto, that at the time of granting these presents no plague, epidemic, cholera, nor any dangerous or contagious disorder exists in the above port or neighborhood. In testimony whereof we have hereunto set our names and seal of office on the day and year aforesaid.

EDWIN MALE, *Coll.*

Given in the custom-house of the port of London, on the 7th day of Jan'y, in the year of our Lord 1863.

148 No. 4.

No. 155. James L. Hart, vice-consul de la republica Mexicana en Londres.

Certifico haber recibido el manifiesto del capitan Stephen Jarman que contiene cuatro mil cuatro cientos ochenta y siete bultos de nercancias con

la marca al margin a bordo del buque de vapor "Peterhoff" con destino a Matamoros, consignados al mismo Capitan Stephen Jarman, en Matamoros.

Y paraque conste doy la presente firmado por mi en Londres a 16 de Enero mil ochocienta sesenta y tres.

JAMES L. HART.

149 No. 5.

Lloyds Register of British and Foreign Shipping, established 1834.

No. 14,756–28,914.

No. 2, WHITE LION COURT, CORNHILL,
London, 6th June, 1862.

These are to certify that the iron screw ship Peterhoff, of Hull, George Highly master, 819 tons, bound to the Baltic, has been surveyed at Sunderland by the surveyors to this society, and reported to be on the 3d June, 1862, in a good and efficient state, and fit to carry dry and perishable cargoes to and from all parts of the world, and that she has been classed and entered in the register book of this society with the character A 1, for nine years from one thousand eight hundred and sixty-one, subject to periodical survey.

*Launched July, 1861. Machinery certified, 1862. Built under special survey.

Witness my hand.

THOMAS CHAPMAN, *Chairman.*

Charge—
GEO. B. SEYFAU, *Secretary.*

*Ships launched on and after the first July, 1859, will retain the characters respectively assigned to them, until the issuing of the register book for the year commencing on the 1st July next ensuing after the periods for which they have been classed shall have expired, provided they undergo the surveys required by the rules, and are kept in an efficient state of repair.

150 Number of certificate, one; Peterhoff, S. Jarman. Date of clearance, 6th January, 1863. Searcher's office, London; S. Morris, searcher. Date of clearance with the collector, 6th Jan'y, 1863.

EDWIN MALET, *Coll.*

Second clearance. No certificate; Jan'y 7, 1863; P. Gonthier.

EDWIN MALET, *Coll.*

151 No. 6.

Shipping bill, duplicate, 863. Warehoused or drawback goods, and goods exported under some particular rule, regulation or restriction. Ship's name, Peterhoff. Whether British or foreign ship, if foreign the country, British; master's name, G. Highley; port or place of destination, Matamoras.

Marks, imper'l, D. C. & Co. K., 15; export R. D. G. Numbers: 2680–2706; 350–376. Description of packages, quantity, quality, and description of goods: Twenty-seven chests of tea, weighing, nett, one thousand seven hundred and eighty-one pounds; warehoused, Scott, Bell & Co.

Nov'r, 1862, ex. Highflyer, Enright, from Shanghae. J. Mann, 27-12 '62. Tingle, licensed carman, to Victoria docks. Total No. of packages, 27.

(Signed) fr. S. H. BIGLAND,
R. I. JOLLY,
Exporter or Agent 15 *G't St. Helens.*

Dated this 26 day of December, 1862.

Station of clearance, ——. 669 tons registered, 9th Dec., 1862.

152 No. 7.

Victualling bill. Granted, number 1517; pilot, unknown; port of London. Bonded and drawback stores in the Peterhoff, S. Jarman, master, for Matamoras; 30 men; 7 passengers or troops; guns, 1; tons, 669.

Spirits, foreign:	
Rum, per gall	107 3-10 W. C.
Brandy, do	69 2-10 W. C.
Geneva, do	39 W. C.
Other spirits, not sweetened, do	.....
Spirits, British or plantation:	
Rum, per gall	.....
Gin, do	18 4-32 W. C.
Whiskey, do	10 W. C.
Other spirits, not sweetened, do	.....
Wine, do	78 W. C.
Wine, (for drawback,) do	.....
Beer, (for drawback,) do	.....
Vinegar, do	.....
Tea, per lb	112 W. C.
Coffee, do	246 W. C.
Coffee, roasted, (for drawback) do	.....
Cocoa, do	.....
Cocoa paste, do	.....
Sugar, refined, per cwt	.....
" " (for drawback,) do	1 18 W. C.
Sugar, unrefined, do	7 2 26 W. C.
" bastard, (for drawback,) do	.....
Molasses, do	.....
Tobacco, (for drawback,) per lb	.....
" negrohead, do	.....
" roll, do	79 W. C.
Segars, do	.....
Pepper, do	.....
153 Raisins, per cwt	2 1 19 W. C.
Currants do	1 14 W. C.
Figs, do	.....
Prunes, do	.....
Plums, do	.....
Sundries, do	.....
Surplus stores, do	Nil. W. C.

P. CONTHERS, *Searcher.*
EDW. MALLE, *Coll'r,*
p'r JAS. J. BENNET & WAKE,
Brokers, 77 Cornhill, residence.
WM. BAYRS.

Examined, cleared, 6th Jan'y, 1863.

EXHIBIT No. 8.

Manifest of the Peterhoff, (S. S.,) of London, 699 tons register, S. Jarman, R. N. R., commander, cleared out of port of London January 1st, 1863, for Matamoras.

JAMES I. BENNETT & WAKE,
Ship and Insurance Brokers.

No. of bill of lading	Marks and numbers.	Description of goods.	Consignees.	Freight and primage payable in the colony.
1	R D G 11–20	10 boxes	Order	
	21–3	3 bales	do	
	24–32	9 boxes	do	£156 5 1
	25–49	15 boxes	do	
	28–319	40 boxes	do	
2	[D] 1–2	2 cases	Order, paid in London	
3	R D G 50	1 box	Order	
	57	1 bale	do	
	100–199	100 kegs	do	147 12 9
	250–9	10 boxes	do	
	375–405	31 boxes	do	
	320–349	30 boxes	do	
4	F 1–145	145 coils	Order	
			Ft. and primage	101 17 7
				18 6
			Charges	12 8 6
5	[A L] H 1–10	10 cases	Order	
			Ft. and primage	55 0 0
				1 0 0
			Charges	33 17 4
6	[H] H 1–16	16 cases	Order	
			Ft. and primage	30 16 0
				18 6
			Charges	29 3 9
7	[R H] B B 1–26	26 cases	Order	
			Ft. and primage	123 2 11
				18 6
			Charges	27 14 8
8	[J W] R B 1–21	21 cases	Order	
	22–3	2 packages	do	
9	[H & A] 1–2	2 cases	do	
	3–6	4 bales	do	
	7–9	3 cases	do	
			Ft. and primage	32 4 5
			Charges	53 11 4
10	[50] 500–528	29 cases	Order	
11	[D] 1–105	105 cases	do	
		110-77 cases	do	
155		180-240 cases	do	
			Ft. and primage	793 16 4
			Charges	296 8 10
				18 6
			Carried forward	1,849 0 6
			Bro't forward	1,849 0 6
12	W B N 60–87	28 cases	Order	
			Ft. and primage	83 4 4
				18 6
			Charges	36 6 3

No. of bill of lading.	Marks and numbers.	Description of goods.	Consignees.	Freight and primage payable in the colony.
13	[B] J W 1–151	151 cases	Order	
			Ft. and primage	321 9 2
				18 6
			Charges	145 1 8
14	Peterhoff owner, 1–23.	23 bales	Order	
			Ft. and primage	47 4 6
				18 6
			Charges	2 14 6
15	[J] 1–50	50 coils	Order	
			Ft. and primage	103 11 8
				18 6
			Charges	24 4 6
16	W A [B] 1–2	2 cases	Order	
	1–2	1 case	do	
	3–9	7 cases	do	
	10–12	3 bales	do	
	A [B] A 13	1 bale	do	
	[B] 14–19	6 cases	do	
			Ft. and primage	67 14 1
			Charges	31 2 2
			Extra	18 6
17	P S 1–45	45 coils	Order	
	[+] A b c d e f g H I J K L M N	14 casks	do	
	1–29	29 kegs	do	
	50–2	3 cases	do	
	53–8	6 casks	do	
	75	1 cask	do	
	76–7	2 cases	do	
	78–71	4 casks	do	
	100–159	60 bellows	do	
	82–201	120 bales spades and shovels.	do	
	175–216	42 anvils	do	
	217–18	2 casks	do	
	230–5	6 cases	do	
156	236	1 cask	do	
	250–276	27 bales	do	
			Ft. and primage	733 7 11
			Charges	134 7 6
18	F C & C B 1–29	29 cases	Order	
	F C&C 4 B 30–39	30 cases	do	
			Ft. and primage	50 11 3
				18 6
			Charges	24 14 8
19	B B & Co. 1–5	5 bales	Order	
	W M 6–8	3 cases	do	
	9–10	2 cases	do	
	11–14	4 bales	do	
	15–17	3 cases	do	
			Ft. and primage	61 17 6
			Charges	178 6 10
				18 6
20	C [G B] S 1–10	10 bales	Order	
	11–15	5 cases	do	
	16–17	2 cases	do	
			Ft. and primage	94 0 3
				28 9 6
			Carried forward	4,023 18 3

No. of bill of lading.	Marks and numbers.	Description of goods.	Consignees.	Freight and primage payable in the colony.
			Bro't forward...	4,023 18 3
21	[G E] 3-8-10-12-16.	12 casks	Order	
	18-19	2 casks	do	20 18 4
	22	1 box	do	
	25-37	13 cases	do	
22	R D G 51-3	3 boxes	do	
	54	1 bale	do	
	55-56	2 boxes	do	
	58-59	2 bales	do	
	200-201	2 boxes	do	
	350-376	27 chests	do	
	1-2	2 boxes	do	
	11	1 cask	do	
	20-21	2 boxes	do	
	23-24	2 casks	do	
			Freight and primage...	78 4 11
23	[S T R] 1	1 bale	Order	
	2	1 trunk	do	
	3-4	2 cases	do	
			Freight and primage...	6 19 8
24	[B J] 1-6	6 cases	Order	
			Ft. and primage	20 0 0
25	Addressed to Burch- and & Co. successors Matamoras. 32-9 40-1 42-72 73	8 cases	Messrs. Burchard & Co.	
		2 iron drums	do	
		31 cases	do	
157		1 package	do	
	74-81	8 cases	do	
	100-105	2 cases	do	
			Ft. and primage	53 18 0
26	[X] 1-29	29 casks	Order	
			Ft. and p'ge	128 1 11
			Charges	11 13 7
27	B[G&Co]B 1-10	10 cases	Order	
			Ft. and p'ge	6 1 0
			Charges	4 1 9
28	[E T] 1-6	6 bales	Order	
	7-12	6 cases	do	
	13-18	6 bales	do	
	20-23	4 bales	do	
	25-27	3 cases	do	
			Ft. and p'ge	96 11 7
			Charges	209 6 5
29	F C & C.	12 bales	Order	
			Ft. and p'ge	125 18 8
			Charges	16 0 8
			Carried forward.	4,801 14 9
			Bro't forward...	4,801 14 9
30	P [W A] 119-47	29 cases	Order	
	N W 212-50	39 trunks	do	
	[W A] D 277	1 bale	do	
	282-7	6 cases	do	
	288-309	22 trunks	do	
	310-20	11 trunks	do	
	321-3	3 bales	do	
	329-34	11 cases	do	
	338-41	4 cases	do	

No. of bill of lading.	Marks and numbers.	Description of goods.	Consignees.	Freight and primage payable in the colony.
	342-3	2 trunks	do.	
	P [W A] 344-67	24 trunks	do.	
	P [W A] 374-6	3 cases	do.	
	S J 1-12	12 bales	do.	
	[WA] T H 16-29	14 bales	do.	
			Ft. and p'ge.	387 9 2
			Charges	147 0 4
31	[O] O 1-78	78 kegs	Order	
			Ft. and primage.	325 12 0
				11 18 0
		1,360 bales iron hoops		
32	[S J] 1-8	8 trunks	Order	
	Capt. S. Jarman.	2 cases	do.	
	[S J] 1-2	2 cases	do.	
	Cap S Jarman 1-2	2 cases	do.	
	do.	1 case	do.	
33	[F S & Co] 1-11	11 packages	do.	
34		500 boxes	do.	
			Ft. and p'ge.	220 0 0
			Charges	22 0 1
35		280 bdls. and bars steel	Order	
			Ft. and p'ge	47 10 5
			Charges	10 10 0
36	WB&Co. W 1-85	85 bales	Order	
			Ft. and p'ge.	334 11 0
	DWB&Co. 86-90	5 bales	Charges	59 11 4
37	[JFG&Co.] 1-3	3 cases	Order	
			Charges	6 15 3
			Carried forward.	6,374 13 00
			Bro't forward	6,374 13 00
38	C [W A] L 1-95	95 casks	Order	
	96-104	9 bags nails	do.	
	C [W A] N 150-2	3 bales	do.	
	153-60	8 cases	do.	
	159½	1 case	do.	
	160½	1 case	do.	
	161-77	17 cases	do.	
	W [W A] C 200-11	12 bales	do.	
	251-7	7 cases	do.	
	258	1 trunk	do.	
	259	1 case	do.	
	260-1	2 casks.	do.	
	262-9	8 cases	do.	
	270	1 trunk	do.	
	271-6	6 cases	do.	
	278-81	4 cases	do.	
	C [W A] 368-73	6 cases	do.	
	C [W A] 38-117	80 bales	do.	
	C [W A] 331-36	2 cases	do.	
	J J 337	1 trunk	do.	
159	[W A] 80-99	20 coils	do.	
	[W A] 30-33	4 bales.	do.	
	T H 34-43	10 cases	do.	
	13-15	3 bales	do.	
			Freight and primage	707 6 4
			Charges	179 4 3
				7,261 3 7

Endorsed: Manifest of the ship Peterhoff, of London, 669 tons register S., Jarman, R. N. R., com'r, cleared out of the port of London, for Matamoras, January 7th, 1863. James I. Bennett & Wake, ship and insurance brokers, 77 Cornhill, London.

160 No. 9.

Form St. 1.—Duplicate No. 363.—Passengers certificate for a foreign-going ship, issued by the Board of Trade in pursuance of the Merchants' Shipping Act, 1854.—Steamship Peterhoff.—Port of registry and official number, London, 43,825.—Register tonnage, 669.—Name of master and number of his certificate, S. Jarman, 7,702.

Number of passengers:

This ship is, according to the declaration of the shipwright surveyor, fit to carry, when there is no incumbrance of passenger accommodation:

Fore-cabin passengers	16
After-cabin passengers	53
Total passengers	69

Two children under 12 years of age to be reckoned as one passenger.

If the space measured for passenger accommodations is occupied by cattle or by cargo or other articles, then for every 72 cubic feet of such space so occupied, one passenger is to be deducted from the numbers above stated.

Boats, life-buoys, and equipments required to be carried by this ship:

Boats and life-boats: 5 boats either of the aggregate capacity of 1,488 cubic feet, or 3 boats of the aggregate capacity of 883 cubic feet, and 1 boat of the capacity of 763 cubic feet. Life-boats filled with all requisites for use. One life-boat in addition to the above-mentioned boats, or one of the above, rendered buoyant as a life-boat.

161 Life-buoys and equipments: A fire-hose, capable of being connected with the engine and of sufficient length to be used in any part of the vessel.

A safety valve on each boiler, out of the control of any person on board except the master, when the steam is up.

Twelve blue lights or twelve port fires.

One cannon and twelve cartridges, or other approved means of making signals of distress.

Two life-buoys, fit and ready for use.

This is to certify that the provisions of the law with respect to the survey of the above-mentioned steamship and the transmission of declaration in respect thereof, have been complied with.

Signed by order of the Board of Trade this 1st day of January, 1863.

W. H. WALKER,
Officer of the Marine Department.
THOMAS GRAY,
Pro Surveyor General.

This certificate, unless previously cancelled or revoked, to be in force until the 24th day of June, 1863. If the ship is then out of the United Kingdom, she must be surveyed and have a new certificate before she first begins to ply with passengers after her next subsequent return to the United Kingdom.

Either this duplicate or the original certificate furnished by the Board of Trade, is to be put up in a conspicuous part of the ship, where it will be visible to all persons on board the same, under a penalty not exceeding ten pounds.

If the number of passengers carried exceeds the number stated on this certificate, the master or owner will be liable to a penalty not exceeding twenty pounds, and to a further penalty for every extra passenger.

162 *Duplicate.*

Amount of fee to be paid for this certificate in accordance with the 314th section of the Merchant Shipping Act, 1854, and the table marked "T" in the schedule to that act	£4	0	0
Amount charged to the owners under the 307th section of the Merchant Shipping Act, 1854, being expenses incurred by the surveyors in connexion with survey of the vessel for which this certificate is granted, viz: travelling expenses of surveyors, 8s	0	8	0
Total fees and expenses	£4	8	0

Name and address of the person to whom this certificate is to be delivered on application: Capt'n S. Jarman, care of Messrs. J. Spence & Co., Cowper's Court, Cornhill, E. C.

Whether owner, agent, or master of the ship: Master.

Duplicate.

MERCANTILE MARINE OFFICE AT HAMMET STREET.

Received, this second day of January, 1862, of Capt. S. Jarman, the sum of four pounds eight shillings and — pence, being the amount of the fee and expenses as above stated.

£4 8 0. H. PENGELLEY, *Superintendent.*

163 No. 10.

Form No. 219.—Copy register for transmission to chief register of shipping.

Official number of ship, 43,825; name of ship, Peterhoff; port number, 395; port of registry, London; British or foreign built, British; whether a sailing or a steam ship, if steam, how propelled, screw; where built, Sunderland Co., of Durham; when built, 1862.

No., date, and port of previous registry, (if any,) 26, 1862, Hull.

Number of decks, one; number of masts, two; rigged, brig; stern, elliptic; build, clencher; gallery, none; head, none; framework, iron.

Tonnage.

	No. of tons
Tonnage under tonnage deck	749.83
Closed-in spaces above the tonnage deck, (if any,) viz: space or spaces between decks	
Poop	69.01
Round house	
Other enclosed spaces, (if any,) naming them	89
	819.73
Deduct allowance for propelling power	150.31
Register tonnage	669.42

Measurements.

Length from the forepart of the stem under the bowsprit to the aft side of the head of the stern-post, 220 feet 2 tenths; main breadth to outside plank, 29 feet 3 tenths; depth in hold from tonnage deck to ceiling at midships, 16 feet 9 tenths.

164 *Additional particulars for steamers.*

Deduction for space required for propelling power, 150.31 tons.
Length of engine room, (if measured,) 31 feet, — tenths.
Number of engines, two.
Combined power—estimated horse power, ninety.

Names, residence, and description of the owners, and number of sixty-fourth shares held by each owner: Joseph Spence, 2 Cowper's Court, Cornhill, city of London, ship-builder, sixty-four.
Dated 20th December, 1862.
(Signed) ED. SHEPPARD, *Registrar.*

I hereby certify the foregoing to be a true copy of the register books of this department.

A. HARDIE, *pro Registrar General.*

Gen'l register and record office of seamen. Issued Jan. 14, 1863.

Gen'l register and record office of seamen and shipping, London, 14 Jan'y, 1863.

165 No. 11.

[B 17,002.] CUSTOM-HOUSE, PLYMO., 19*th day of Jan'y*, 1863.

These are to certify that M. Wilcock & Darton, agt. for the Peterhoff, official number , of 669 tons register, of Hull, from London to Matamoras* by Plymo., hath paid the sum of pounds eleven shillings two pence for light, &c.. duties for the said voyage as understated.
(Signature) J. BROADHEAD, *Collector.*

	Amount. £	s.	d.
General coast lights, per ton per vessel.....			
Local lights, per ton per vessel, 8-16.....	1	7	10
By order in council, dated 25th July, 1861, abatement 60 per ct.		16	8
Net amount.....		11	2

* Duties last paid at , on the day of , 186 .
* It is particularly requested that this information be inserted.
* When two or more courses are open to a vessel it is requested that the one taken be specified.

166 No. 12.

[B 37,170.] CUSTOM-HOUSE, LONDON, 6*th day of Jan'y*, 1863.

These are to certify that Mr. Bennett, agent of the Peterhoff, official num-

ber , of 669 tons register, of Hull, from London to Matamoras,† by hath paid the sum of six pounds one shilling two pence for light, &c., duties for the said voyage as understated.

(Signature) W. J. MALLIN, *Collector.*

	Amount.
General coast lights, per ton per vessel, 5.....	
Local lights, per ton per vessel.....	
By order in council, dated 25th July, 1861, abatement 60 p'r ct.	
Net amount, J. B.....	£6 1s. 2d.

† Duties last paid at , on the day of , 186 .
† It is particularly requested that this information be inserted.
† When two or more courses are open to a vessel it is requested that the one taken be specified.

167 No. 13.

(A A) No. 43.—*Foreign-going ship, certificate for clearance outwards.*

Name of master, Stephen Jarman; name of ship, Peterhoff; official number, 43,825; port belonging to, London; registered tonnage, 669.

Sanctioned by the Board of Trade May, 1855, in pursuance of 17 and 18 Vict., c. 104.

Port of departure, London; destination of voyage, Matamoras.

I certify that the above-named master has engaged his crew before me, and has produced the certificates of himself and of such of his mates as are required to produce certificates, and has made the above-mentioned payments,* *or has otherwise complied with the provisions of the statutes in that behalf.*

Dated at Poplar, 3d day of January, 1863.

GEO. DUNLOP, *Shipping Master.*

* NOTE.—The words in italics relate to the case of running agreements and to cases in which no fee is payable.

168 No. 14.

Form 9 A, steamer.—Certificate of British registry.

Official number of ship, 43,825; port number, 395 T. Q. M. N.; date of registry, 20th December, 1862; name of ship, Peterhoff; British or foreign built, British; built at Sunderland, County of Durham, in the year 1862; port of registry, London; how propelled, screw; number of decks, one; number of masts, two; rigged, brig; stern, elliptic; build, clencher; galleries, none; head, none; framework, iron.

Measurements.

	Feet.	Tenths.
Length from the forepart of stem under the bowsprit to the aft side of the head of the stern-post.....	220	2
Main breadth to outside plank.....	29	3
Depth in hold from tonnage-deck to ceiling at midships.....	16	9

Name and address of builder.

Tonnage.

		No. of tons.
	Tonnage under tonnage-deck	749.83
	Closed-in spaces above the tonnage-deck, if any, viz:	
	Space or spaces between decks	
	Poop	69.01
	Round house	
	Other spaces inclosed, if any, naming them—forecastle	89
169	Gross tonnage	819.73
	Reduction for space required for propelling power	150.31
	Registered tonnage	669.42

Length of engine-room, 31 feet; number of engines two; combined power, (estimated horse power,) number of horse power, ninety; name and address of engine maker, not given.

I, the undersigned, registrar of the port of London, hereby certify that the ship the description of which is prefixed to this my certificate, has been duly surveyed, and that the above description is true; that Stephen Jarman, whose certificate of competency or service is No. 7,702, is the master of the said ship; and that the name, residence, and description of the owner, and number of sixty-fourth shares, held by him, are as follows:

Name, residence, and occupation of the owner, Joseph Spence, of Cowper's Court, Cornhill, in the city of London, ship-builder; number of sixty-fourth shares, sixty-four.

Dated at custom-house, London, the twentieth day of December, one thousand eight hundred and sixty-two.

EDWARD SHEPPARD, *Registrar.*

"*Notice.*—A certificate of registry granted under the 'Merchant Shipping Act, 1854,' is not a document of title. It does not necessarily contain notice of all changes of ownership, and in no case does it contain an official record of any mortgages affecting the ship."

170 Nos. 15 and 16.

(A.) Agreement for foreign-going ship. Copy executed in two folios; amount of fee £2 0 0; *Poplar*, 3 *Jan'y*, 1863.

Sanctioned by the Board of Trade, August 1860, in pursuance of 17 and 18 Vict., c. 104.

Name of ship, Peterhoff; port of registry, London; registered tonnage, 669; official number, 43,825; port No. and date of register, 395, 1862; managing owner, name, J. Spence; address, (state No. of house, street, or town,) Cooper's Court, Cornhill; master's name, Stephen Jarman, R. N. V.; No. of certificate, 7,702, 0 21; address, (state No. of house, street, and town,) Oriental st., Poplar; date and place of first signature of agreement, including name of shipping office, 1st Jan'y, 1863, Poplar.

Scale of provisions to be allowed and served out to the crew during the voyage.

	Bread. lb.	Beef. lb.	Pork. lb.	Flour. lb.	Peas. pts.	Tea. oz.	Coffee. oz.	Sugar. oz.	Water. qts.
Sunday	1	1½	.....	½	.....	¼	¼	12 weekly.	3
Monday	1	.....	1½	.....	½	¼	¼		3
Tuesday	1	1½	.....	½	.....	¼	¼		3
Wednesday	1	.....	1½	.....	½	¼	¼		3
Thursday	1	1½	.....	½	.....	¼	¼		3
Friday	1	.....	1½	.....	½	¼	¼		3
Saturday	1	1½	.....	½	.....	¼	¼		3

Vinegar, sugar, and lime juice as per act of Parliament.

Substitutes may be given at the master's discretion, as comfort or necessity may require, at a proportionate rate for any or all of these provisions. (Here any stipulation for changes, or substitution of one article for another, may be inserted.)

171 The several persons whose names are hereto subscribed, and whose descriptions are contained below, and of whom ten are engaged as sailors, hereby agree to serve on board the said ship in the several capacities expressed against their respective names, on a voyage from (here the voyage is to be described and the places named at which the ship is to touch, or if that cannot be done, the general nature and probable length of the voyage is to be stated) London to Matamoras, and any port and [or] ports in the Gulf of Mexico, and [or] North and [or] S'th America, and [or] West Indies and back to a final port of discharge in the United Kingdom; voyage not to exceed twelve months.

And the crew agree to conduct themselves in an orderly, faithful, honest, and sober manner, and to be at all times diligent in their respective duties and to be obedient to the lawful commands of the said master, or of any person who shall lawfully succeed him, and of their superior officers, in everything relating to the said ship and the stores and cargo thereof, whether on board, in boats, or on shore; in consideration of which services to be duly performed the said master hereby agrees to pay to the said crew, as wages, the sums against their names, respectively, expressed, and to supply them with provisions according to the annexed scale. And it is hereby agreed that any embezzlement or wilful or negligent destruction of any part of the ship's cargo or stores shall be made good to the owner out of the wages of the person guilty of the same; and if any person enters himself as qualified for a duty which he proves incompetent to perform, his wages shall be reduced in proportion to his incompetency. (Here are to be inserted the numbers of any of the regulations for preserving discipline, lettered R, issued by the Board of Trade, which the parties agree to adopt. If any of them are so adopted a copy of the regulations is to be kept annexed to the agreement.)

And it is also agreed that if any member of the crew considers himself to be aggrieved by any breach of the agreement, or otherwise, he shall represent the same to the master, or officer in charge of the ship, in a quiet and orderly manner, who shall thereupon take such steps as the case may require. And it is also agreed that (here any other stipulations may be inserted to which the parties agree and which are not contrary to law) the seamen and firemen are to assist in the general duties of the ship and to take in and discharge cargo, when required by the master.

172 In witness whereof, &c., the said parties have subscribed their names hereto on the days against their respective signatures mentioned.

Signed by Stephen Jarman, master, on the first day of Jan'y, 1862.

The authority of the owner or agent for the allotments mentioned below is in my possession. (This is to be filled up if such an authority has been produced.)

GEO. DUNLOP, *Shipping Master.*

Signatures of crew.	Age	Town and country where born.	No. of royal naval volunteer's certificate.	Ship on which he has served, official number, and port she belonged to, or other employment.	Date and place of discharge from such ship.	
					Date.	Place.
					1862.	
1 Stephen Jarman	38	Ramsgate.	0.21	Moore, London	Aug. 20	Bombay.
2 H. Bound	28	Dorset		Lloyd ....do	Sep. 20	L'pool
3 Walter N. Harris	25	Dublin		Balcombe. do	Oct.	London
4 Christ'r H. Negidzo	20	Falmouth		Euphrates, L'pool	Oct. 18	L'pool
5 William Moran	37	Kingston		Idazuglon, London	Oct. 10	London
6 Thomas Webber	29	London.		Arabia .do	May 15	....do
7 James Diamond	47	Hull		Peterhoff .do	Oct. 18	L'pool
8 Henry Newton	22	Kent.		Sir W. F. Williams, L'pool	Dec.	London
9 John Wise	28	Bristol		do do	....do	....do
10 James Miller	31	Margate		Leda, Abd'n	Ang. 19	W. H'tlep'l
11 Isaac x Pearson	24	Sweden		Burton Castle, L'pool	Dec. 18	L'pool
12 John x Grove	40	London		Jn. Stimer .do	Dec. 8	....do
13 Burnet x Cumming	21	Limerick		S. Vittery, Dartmo	Dec. 27	London
14 Charles Corney	22	London	8.003	Adept, Glasgow	Nov. 17	....do
15 John x Wilson	24	Colchester	14.688	do do	....do	....do
16 Henry Garbett	23	Jersey	8.023	Scutari, London	Nov. 15	....do
17 John x Campbell	26	America		Iberia, W'ford	Dec. 27	....do
18 Thomas Bryan	17	L'pool		Springbok, London	Oct, 5	....do
19 John Reed	20	London		Portumora do	Nov. 22	....do
20 John Murphy	42	Dublin		Sheldrick, H'tlepool	Nov.	H'tlepool
21 John Murphy	22	do		Peterhoff, L'pool	Oct.	L'pool
22 F. Cranchez	33	Rye		Normandy, H'tlepool	Dec. 3	W. H'tlep'l
23 Patrick O'Brien	27	Dublin		Ceres, W'ford	....do	London
24 Peter Fitzpatrick	22	do		Peterhoff, L'pool	Oct. 18	L'pool
25 James Bailey	22	Weltshire.		do do	....do	....do
26 Thomas Rooney	19	Westport		do do do	....do	....do
27 George x Duffy	33	Dublin		do do do	....do	....do
28 Charles x Gardner	24	Germany.		do do do	....do	....do
29 Michael x Smith	31	Dublin		Ceres, W'ford	Sept.	London
30 John x Breman	22	do		do	....do	....do
SUBSTITUTES.						
Thomas P. Rowe	24	Plymouth.	4526	Clarendon, London, with leave.	Nov. 11	London
John Neale	21	....do	10434	Matilda, Newcastle, liability to serve abroad.	Nov. 10	Rotterdam.
William x Ball	35	Hastings	5423	Royal Adelaide, Fowey	July 18	Fowey
John Richmond	23	Plymouth.		Pilar, Plymouth	Feb. 11	Plymouth

Date and place of joining this ship.		In what capacity engaged, and if mate, No. of his certificate, if any.	Time at which he is to be on board.	Am't of wages per calendar month, share or voyage.	Am't of wages advanced on entry.	Am't of monthly allotment.	Shipping master's signature or initials.
Date.	Place.			£ s. d.	£ s. d.	£ s. d.	
1863.							
Jan'y 1	London. ..	Master, 17093....	6 a. m., Monday,	9 0 0	9 0 0	0 0 0	G. D.
..do....	....do.....	1st mate, 14595..	5th Jan'y, 1863.	6 0 0	6 0 0	0 0 0	G. D.
....do....	....do.....	2nd mate.....	.....do	3 10 0	3 10 0	0 0 0	G. D.
....do....	....do.....	3rd mate.....	.....do.	6 10 0	6 10 0	3 5 0	G. D.
....do....	....do.....	Carpenter.	.....do.	4 10 0	0 0 0	2 5 0	G. D.
....do....	....do.....	Steward....	.....do.	4 0 0	0 0 0	2 0 0	G. D.
....do....	....do.....	Cook..... ...	.....do.	3 0 0	0 0 0	0 0 0	G. D.
....do....	....do.....	A. B.....	.....do.	3 0 0	0 0 0	0 0 0	G. D.
....do....	....do... ..	A. B....	.....do.	3 0 0	0 0 0	0 0 0	G. D.
....do....	....do.....	A. B.....	.....do.	3 0 0	3 0 0	0 0 0	G. D.
Jan'y 2	....do.....	A. B....	.....do.	3 0 0	3 0 0	0 0 0	G. D.
....do....	....do.....	A. B.....	.....do.	3 0 0	3 0 0	0 0 0	G. D.
....do....	....do.....	A. B....	.....do.	3 0 0	3 0 0	0 0 0	G. D.
....do....	....do.....	A. B.....	.....do.	3 0 0	3 0 0	0 0 0	G. D.
....do....	....do.....	A. B....	.....do.	3 0 0	3 0 0	0 0 0	G. D.
....do....	....do.....	A. B.....	.....do.	3 0 0	3 0 0	0 0 0	G. D.
....do....	....do.....	A. B....	.....do.	3 0 0	3 0 0	0 0 0	G. D.
Jan'y 1	....do.....	O. S.....	.....do.	2 0 0	2 0 0	0 0 0	G. D.
....do....	....do.....	O. S.....	.....do.	1 15 0	1 15 0	0 0 0	G. D.
....do....	....do.....	1st engineer.....	.....do.	12 0 0	6 0 0	6 0 0	G. D., paid.
....do....	....do.....	2nd....do.....	.....do.	8 8 0	0 0 0	0 0 0	G. D.
....do'....	....do.....	3rd.... do.....	.....do.	6 0 0	3 0 0	3 0 0	G. D.
....do....	....do.....	Fireman....	.....do.	4 10 0	4 10 0	0 0 0	G. D.
....do....	....do.....	....do.....	.....do.	4 10 0	4 10 0	.....	G. D., paid.
....do....	....do.....	....do.....	Noon, 3d Jan'y,	4 10 0	4 10 0	2 0 0	G. D. do.
....do....	....do.....	....do.....	.....1863.....	4 10 0	4 10 0	.....	G. D. do.
....do....	....do.....	....do.	.....do.....	4 10 0	4 10 0	2 0 0	G. D. do.
....do....	....do.....	....do.....	.....do.....	4 0 0	4 0 0	.....	G. D. do.
....do....	....do.....	Trimmer	.....do.	4 0 0	4 0 0	2 0 0	G. D. do.
....do....	....do.....	....do.....	.....do.	.....	.....	.....	.....
1863.			1863.				
Jan'y 13	Plymo.....	A. B.....	13 Jan'y....	3 0 0	3 0 0	0 0 0	F. Johns.
....do....	....do..	A. B....	.....do.	3 0 0	3 0 0	0 0 0	F. J.
....do....	....do.....	A. B.....	.....do.	3 0 0	3 0 0	0 0 0	F. J.
Jan'y 14	....do.....	A. B.....	15 Jan'y, 6 a. m..	3 0 0	3 0 0	0 0 0	J. Reddington, Dep.

I declare to the truth of the entries in this agreement, delivered to the shipping master at ———, on the — day of ———, 186 .

STEPHEN JARMAN, *Master.*

(Signed) STEPHEN JARMAN, *Master.*

Signatures of crew.	Age	Town and country where born.	No. of royal naval volunteer's certificate.	Ship on which he has served, official number, and port she belonged to, or other employment.	Date and place of discharge from such ship.	
					Date.	Place.
					1862.	
1 Stephen Jarman	38	Ramsgate.	0.21	Moore, London	Aug. 20	Bombay.
2 H. Bound	28	Dorset		Lloyd ....do	Sep. 20	L'pool
3 Walter N. Harris	25	Dublin		Balcombe.do	Oct.	London
4 Christ'r H. Negidzo	20	Falmouth		Euphrates, L'pool	Oct. 18	L'pool
5 William Moran	37	Kingston		Idazugion, London	Oct. 10	London
6 Thomas Webber	29	London.		Arabia .do	May 15	....do
7 James Diamond	47	Hull		Peterhoff .do	Oct. 18	L'pool
8 Henry Newton	22	Kent.		Sir W. F. Williams, L'pool	Dec.	London
9 John Wise	28	Bristol		do do	....do	....do
10 James Miller	31	Margate		Leda, Abd'n	Aug. 19	W. H'tlep'l
11 Isaac x Pearson	24	Sweden		Burton Castle, L'pool	Dec. 18	L'pool
12 John x Grove	40	London		Jn. Stimer .do	Dec. 8	....do
13 Burnet x Cumming	21	Limerick		S. Vittery, Dartmo	Dec. 27	London
14 Charles Corney	22	London	8.003	Adept, Glasgow	Nov. 17	....do
15 John x Wilson	24	Colchester	14.688	...do...do	....do	....do
16 Henry Garbett	23	Jersey	8.023	Scutari, London	Nov. 15	....do
17 Johh x Campbell	26	America		Iberia, W'tord	Dec. 27	....do
18 Thomas Bryan	17	L'pool		Springbok, London	Oct, 5	....do
19 John Reed	20	London		Portumora .... do	Nov. 22	....do
20 John Murphy	42	Dublin		Sheldrick, H'tlepool	Nov.	H'tlepool
21 John Murphy	22	...do		Peterhoff, L'pool	Oct.	L'pool
22 F. Cranchez	33	Rye		Normandy, H'tlepool	Dec. 3	W. H'tlep'l
23 Patrick O'Brien	27	Dublin		Ceres, W'ford	....do	London
24 Peter Fitzpatrick	22	...do		Peterhoff, L'pool	Oct. 18	L'pool
25 James Bailey	22	Weltshire.		...do do	....do	....do
26 Thomas Rooney	19	Westport		....do do	....do	....do
27 George x Duffy	33	Dublin		....do do	....do	...do
28 Charles x Gardner	24	Germany.		....do do	....do	....do
29 Michael x Smith	31	Dublin		Ceres, W'ford	Sept.	London
30 John x Breman	22	...do		....do	....do	....do
SUBSTITUTES.						
Thomas P. Rowe	24	Plymouth.	4596	Clarendon, London, with leave.	Nov. 11	London
John Neale	21	....do	10434	Matilda, Newcastle, liability to serve abroad.	Nov. 10	Rotterdam
William x Ball	35	Hastings	5423	Royal Adelaide, Fowey	July 18	Fowey
John Richmond	23	Plymouth.		Pilar, Plymouth	Feb. 11	Plymouth

Date and place of joining this ship.		In what capacity engaged, and if mate, No. of his certificate, if any.	Time at which he is to be on board.	Am't of wages per calendar month, share or voyage.	Am't of wages advanced on entry.	Am't of monthly allotment.	Shipping master's signature or initials.
Date.	Place.			£ s. d.	£ s. d.	£ s. d.	
1863.							
Jan'y 1	London. ..	Master, 17093....	6 a. m., Monday,	9 0 0	9 0 0	0 0 0	G. D.
..do....	....do.....	1st mate, 14595..	5th Jan'y, 1863.	6 0 0	6 0 0	0 0 0	G. D.
....do....	....do.....	2nd mate.....	.....do.....	3 10 0	3 10 0	0 0 0	G. D.
....do....	....do.....	3rd mate.....	.....do.....	6 10 0	6 10 0	3 5 0	G. D.
....do....	....do.....	Carpenter.	.....do.....	4 10 0	0 0 0	2 5 0	G. D.
....do....	....do.....	Steward....	.....do.....	4 0 0	0 0 0	2 0 0	G. D.
....do....	....do.....	Cook..... ...	.....do.....	3 0 0	0 0 0	0 0 0	G. D.
....do....	....do.....	A. B.....	.....do.....	3 0 0	0 0 0	0 0 0	G. D.
....do....	....do.....	A. B....	.....do.....	3 0 0	0 0 0	0 0 0	G. D.
....do....	....do.....	A. B.....	.....do.....	3 0 0	3 0 0	0 0 0	G. D.
Jan'y 2	....do.....	A. B....	.....do.....	3 0 0	3 0 0	0 0 0	G. D.
....do....	....do.....	A. B.....	.....do.....	3 0 0	3 0 0	0 0 0	G. D.
....do....	....do.....	A. B....	.....do.....	3 0 0	3 0 0	0 0 0	G. D.
....do....	....do.....	A. B.....	.....do.....	3 0 0	3 0 0	0 0 0	G. D.
....do....	....do.....	A. B....	.....do.....	3 0 0	3 0 0	0 0 0	G. D.
....do....	....do.....	A. B.....	.....do.....	3 0 0	3 0 0	0 0 0	G. D.
....do....	....do.....	A. B....	.....do.....	3 0 0	3 0 0	0 0 0	G. D.
Jan'y 1	....do.....	O. S.....	.....do.....	2 0 0	2 0 0	0 0 0	G. D.
....do....	....do.....	O. S.....	.....do.....	1 15 0	1 15 0	0 0 0	G. D.
....do....	....do.....	1st engineer.....	.....do.....	12 0 0	6 0 0	6 0 0	G. D., paid.
....do....	....do.....	2nd....do.....	.....do.....	8 8 0	0 0 0	0 0 0	G. D.
....do....	....do.....	3rd.... do.....	.....do.....	6 0 0	3 0 0	3 0 0	G. D.
....do....	....do.....	Fireman....	.....do.....	4 10 0	4 10 0	0 0 0	G. D.
....do....	....do.....	....do.....	.....do.....	4 10 0	4 10 0	.....	G. D., paid.
....do....	....do.....	....do.....	Noon, 3d Jan'y,	4 10 0	4 10 0	2 0 0	G. D. do.
....do....	....do.....	....do.....	.....1863.....	4 10 0	4 10 0	.....	G. D. do.
....do....	....do.....	....do.	.....do.....	4 10 0	4 10 0	2 0 0	G. D. do.
....do....	....do.....	....do.....	.....do.....	4 0 0	4 0 0	.....	G. D. do.
....do....	....do.....	Trimmer	.....do.....	4 0 0	4 0 0	2 0 0	G. D. do.
....do....	....do.....	....do.....	.....do.....	.....	.....	.....	.....
1863.			1863.				
Jan'y 13	Plymo.....	A. B.....	13 Jan'y....	3 0 0	3 0 0	0 0 0	F. Johns.
....do....	....do..	A. B....	.....do.....	3 0 0	3 0 0	0 0 0	F. J.
....do....	....do.....	A. B.....	.....do.....	3 0 0	3 0 0	0 0 0	F. J.
Jan'y 14	....do.....	A. B....	15 Jan'y, 6 a. m..	3 0 0	3 0 0	0 0 0	J. Reddington, Dep.

I declare to the truth of the entries in this agreement, delivered to the shipping master at ———, on the — day of ———, 186 .

STEPHEN JARMAN, *Master.*

(Signed) STEPHEN JARMAN, *Master.*

175 42.

Running-down clause, recommended for adoption by the Association for Protection, &c., Lloyds Committee, and by the Underwriter's Association in Liverpool.

"And we further agree that if the ship hereby assured shall come into collision with any other ship or vessel, and the assured shall in consequence thereof become liable to pay, and shall pay, any sums (not exceeding the value of the ship hereby assured, and her freight,) in respect of injury to such other ship or vessel itself, or to the goods and effects on board thereof, or for loss of freight then being earned by such other ship or vessel, we will severally pay the assured such proportion of three fourth parts of said sums, as our respective subscriptions hereto bear to the value of the ship hereby assured and her freight. But this agreement is in no case to be construed as extending to any sums which the assured may become liable to pay, or shall pay in respect of loss of life or personal injury to individuals from any cause whatever."

176 43.

Rec'd, 26th December, 1862, on board the Peterhoff, Captain Highley, for ———, lying Vic. d'ks, five and half tons steel, in bars—280 pieces.

H. BOUND, *Chief Officer.*

J. T. HAMILTON, *Licensed Lighterman,*
21 *Water lane, Tower street, London, E. C.*

44.

Rec'd, 26th December, 1862, on board the Peterhoff, Captain Highley, for ———, lying Vic. d'ks, P. S. 1-45, forty-five pieces, 4 packages ropes, ship stores.

H. BOUND, *Chief Officer.*

J. T. HAMILTON, *Licensed Lighterman,*
21 *Water lane, Tower street, London, E. C.*

177 45.

THAMES STEAM-TUG AND LIGHTERAGE COMPANY, LIMITED,
EAST AND WEST INDIA DOCK RAILWAY GOODS STATION, POPLAR,
London, Dec. 17, 1862.

Received on board the ship Peterhoff, lying in Victoria dock, in good condition, by Thames Steam-Tug and Lighterage Company's barge Laura, on account Von Dadelszen & North.

Two clear days are allowed for barges to be unloaded, after which demurrage will be charged.

Mark, [X.]; Nos., 1-29; description of packages, 29 casks.

H. BOUND, *Chief Officer.*

178 46.

29 UPPER THAMES STREET,
London, Dec. 19, 1862.

Received from Miles, Gould & Co., on board the Peterhoff, S. Highly, captain, for Matamoras, lying in the Victoria docks, O 1,360 b'dles iron hoops.

H. BOUND, *Chief Officer.*

47.

No. 153.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura de los S'ores Reid, Louch y Cia que contiene cincuenta bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff, Capitan S. Jarman, consignados al mismo Capitan S. Jarman, a Matamoras.

Y para que conste doy la presente firmada por mi en Londres, a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

179 65.

No. 129.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura de los S'ores Dn. George y William Almond, que contiene cuatro cientos ochenta y tres bultos y cinco toneladas y ocho quintales de mercancias Ingleses de acero con la marca al margen abordo del buque de vapor Peterhoff, Capitan Jarman, consignados al S'or Dn. G. W. Almond, de Matamoras.

Y para que conste doy la presente firmada por mi en Londres, a 14 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

180 66.

67 WILLOW WALK, BERMONDREY.

Bought of Geo. & Wm. Almond:

No. 1, [W. a.] 7, T. H.

82 pieces 28-inch prints, 26-48, 12-48½, 11-49, 3-49½; 2,517½ y'ds, 5½	55	1	4
Packing in d'bl canvas and oil-cloth	15	0	0

Size, 2.9 by 1.9 by 2.4; net weight, 3 0 0; gross weight, 3 0 10.

No. 1, [W. G.] T. H.

52 pieces 28-inch prints, 47, 7-48, 11-48½, 12-49, 20-49½, 50; 2,544½ y'ds, 5½	55	13	2
Packing in double canvas and oil-cloth		15	0

Size, 2.9 by 1.9 by 2.4; net weight, 3 0 6; gross, 3 0 16.

No. 3, [W. A.] 3.

32 pieces 29-inch Ripp prints, 4-51, 6-50, 2-49½, 7-52, 6-50½, 5-52½, 2-51½; 1,635½, 7¼*d*	49	8	1
Packing in double canvas and oil-cloth		18	0

Size, 2.8 by 2.0 by 2.9; net weight, 2 3 2; gross weight, 2 3 1½.

No. 5, [W. A.] T. H. 4.

45 pieces 31½-inch b'lk and grey prints, 12-51, 28-52, 52½, 4-51½; 2,326½, 6¾*d*	65	8	8
Packing in double canvas and oil-cloth		19	6

Size, 2.10 by 2.5 by 2.6; net weight, 3 1 24; gross weight, 3 2 4.

No. 4. [W. A.] 5 T. H.

30 pairs 31½-inch Regatta prints, 57½ ea., 1,575, 7½*d*	49	4	4
Packing in double canvas and oil-cloth		16	0

Size, 2.10 by 1.4 by 2.10; net weight, 2 2 2; gross weight, 2 2 10.

181 No. 4, [W. A.] T. H. 6.

30 pieces 31½-inch Regatta prints, 52½ ea., 1,575, 7½*d*.....	49	4	4
Packing in double oil-cloth and canvas.....		16	0

Size, 2.10 by 1.4 by 2.10; net weight, 2 2 10; gross weight, 2 2 18.

No. 4, [W.A.] 7, T. H.

30 pieces 31½-inch Regatta prints, 52½ ea., 1,575, 7½*d*.....	49	4	4
Packing in double canvas and oil-cloth.....		16	0

Size, 2.10 by 1.4 by 2.10; net weight, 2 2 0; gross weight, 2 2 9.

[W. A.] 8, T. H.

16 pieces 26½-inch grey Swansdown, 12-65, 2-68, 67½, 69; 1,052½ y'ds, 10¾*d*.....	47	2	10
Packing in double canvas and oil-cloth.....	1	2	6

Size, 2.7 by 2.7 by 3.5; net weight, 2 3 0; gross weight, 2 3 9.

No. 2, [W. A.] 9, T. H.

32 pieces 31-inch black and white prints, 3-52, 3-52½, 51½, 2-50½, 51, 3-53, 2-50, 5-52½, 4-53, 5-52, 54½; 1,670 y'ds, 7*d*.....	48	14	2
Packing in double canvas and oil-cloth.....		16	0

Size, 2.9 by 2.0 by 2.1; net weight, 2 0 25; gross weight, 2 1 5.

[W. A] 25, T. H.

30 pieces 32-inch prints (in papers,) 4-51, 44, 48½, 3-49½, 16-50½, 47½, 4-50; 1,500½ y'ds, 7*d*.....	43	15	3
Packing in double canvas and oil-cloth.....		15	0

Size, 3.0 by 1.4 by 3.0; net weight, 2 2 8; gross weight, 2 2 18.

[W. A.] 26, T. H.

20 pieces 32-inch prints in papers, 6-51, 4-50, 49, 4-47½, 2-50½, 29½, 47, 49½; 972 y'ds, 7*d*.....	28	7	0
6 pieces 25-inch check drills, 38, 41, 3-41½, 42; 245½, 6½*d*....	6	13	0
Packing in double canvas and oil-cloth.....		16	6

Size, 3.2 by 1.4 by 2.8; net weight, 2 0 12; gross weight, 2 0 19.

182 [W. A.] T. H.

14 pieces 29-inch Regatta, 127, 125, 110½, 126, 127, 130, 127½, 131½, 128½, 2-108½, 112, 113½, 112; 1,687½ y'ds, 7⅝*d*.....	53	12	3
Packing in double canvas and oil-cloth.....		19	6

Size, 2.7 by 2.10 by 3.2; net weight, 3 2 25; gross weight 3 3 6.

[W. A.] 28.

14 pieces 29-inch Regatta, 5-111½, 3-109½, 107½, 112, 111, 112½, 110, 2-110½; 1-550½ y'ds, 7⅜*d*.....	49	5	2
Packing in double canvas and oil-cloth.....		19	6

Size, 2.7 by 2.10 by 3.2; net weight, 3 1 8; gross weight 3 1 18.

[W. A.] 29, T. H.

12 pieces 29-inch Regatta, 2-126½, 128½, 2-127, 2-112½, 109½, 125½, 127½, 112, 107½; 1,442½ y'ds, 7⅝*d*.....	45	16	7
Packing in double canvas and oil-cloth.....		16	0

Size, 2.7 by 2.0 by 2.10; net weight, 3 0 22; gross weight, 3 1 0.

£708 11 0

183 67.

67 Wilson Walk, Bermondey.

Bought of Geo. & Wm. Almond:

[W. A.] 10, T. H.

18 pieces 32-inch croydons, 125, 99½, 124½, 3-126, 129, 123½, 99, 122, 2-125½, 100½, 3-127, 128, 127½; 2,188½ y'ds, 6¾*d*.....	61	11	0
Packing in double canvas and oil-cloth.....		13	6

Size, 2.9 by 1.9 by 1.10; net weight, 3 3 4; gross weight, 3 3 14.

[W. A.] 11, T. H.

18 pieces 32-inch croydons, 3-126½, 100½, 3-126, 127½, 130, 98, 121, 123½, 124½, 124, 130½, 129½, 103, 135; 2,172½ y'ds, 6¾*d*.	61	2	0
Packing in double canvass and oil-cloth.....		13	6

Size, 2.9 by 1.9 by 1.10; net weight, 3 3 2; gross weight, 3 3 12.

[W. A.] 12.

18 pieces 32-inch croydons, 2-125, 103, 4-127½, 127, 2-100½, 124½, 126, 2-126½, 122, 97, 123, 129; 2,165½ y'ds, 6¾*d*.....	60	18	1
Packing in canvas and oil-silk.....		13	6

Size, 2.9 by 1.9 by 1.10; net weight, 3 2 26; gross weight, 3 3 5.

No. G, 1, [W. A.] 16, T. H.

14 pieces 32-inch croydons, 72 ea., 1,008 y'ds, 6¾*d*.....	28	7	0
Packing in double canvas and oil-silk.....		9	0

Size, 2.9 by 0.11 by 1.8; net weight, 1 2 22; gross weight, 1 3 2.

No. G, 1, [W. A.] 17, T. H.

14 pieces 32-inch croydons, 13-72; 1,007½ y'ds, 6¾*d*.....	28	6	9
Packing in double canvas and oil-cloth.....		9	0

Size, 2.9 by 0.11 by 1.8; net weight, 1 2 20; gross weight, 1 3 1.

184 B. 30, 18, H.

12 pieces 29-inch croydons, 95, 93½, 94, 61, 93, 106, 110½, 111, 2-107½, 2-107; 1,193 y'ds, 8½*d*.....	42	5	0
Packing in double canvas and oil-cloth.....		13	0

Sizes, 2.8 by 1.0 by 2.10; net weight, 2 2 24; gross weight, 2 3 6.

20, B 30, T. H.

12 pieces 29-inch croydons, 2-109, 3-108, 103, 2-108½, 2-75½, 93, 93½; 1,199½ y'ds, 8½*d*.....	42	9	8
Packing in double canvas and oil-cloth.....		13	0

Size, 2.8 by 1.0 by 2.10; net weight, 2 2 12; gross weight, 2 3 4.

No. B 30, [W] 20, T. H.

11 pieces 29-inch croydons, 108½, 1,193½ y'ds, 8*d*.....	42	5	4
Packing in canva and oil-cloth.....		13	0

Size, 2.8 by 1.0 by 2.10; net weight, 2 3 0; gross weight, 2 3 10.

No. 7, 6, [WA,] 21, T. H.

15 pieces 31¼-inch croydons, 71, 4-75, 10-76; 1,131 y'ds, 8*d*...	37	14	0
Packing in double canvas and oil-cloth.....		15	0

Size, 2.9 by 0.11 by 2.8; net weight, 2 3 8; gross weight, 2 3 17.

No. 7, 6, [WA,] 22, T. H.

15 pieces 31¼-inch croydons, 3-75½, 10-76½, 2-77½; 1,146½ y'ds, 8*d*.....	38	4	4
Packing in double canvas and oil-cloth.....		15	0

Size, 2.9 by 0.11 by 2.8; net weight, 2 3 17; gross weight, 2 3 27.

[WA] 23, T. H.

15 pieces 31¼-inch croydons, 77 each, 1,155, 8*d*.....	38	10	0
Packing in double canvas and oil-cloth.....		15	0

Size, 2.9 by 0.11 by 2.8; net weight, 2 3 10; gross weight, 2 3 19.

185

No. 7, 6, [WA] 24, T. H.

14 pieces 31¼-inch croydons, 2-77½, 3-78, 4-119, 120, 97, 2-98; 1,396 y'ds, 8*d*.....	46	10	8
Packing in double canvas and oil-cloth.....		15	6

Size, 2.9 by 0.11 by 30; net weight, 3 0 10; gross weight, 3 0 19.

£536 1 10

68.

P. [WA] 119, No. 6.

67 Willow Walk, Bermundey.

Bought of Geo. & Wm. Almond:

238 doz. men's brown cotton ½ hose, 3*s*.....	35	14	0

3-1, 2-5, 3-2, case and zinc. Net, 2 3 6; gross, 3 3 4.

No. 120—6, 6 B.

100 doz. men's brown cotton ½ hose 4*s*. 6*d*.....	22	10	0
100 doz. ditto, 5*s*.....	25	0	0
3-1, 2-5, 3-2, case and zinc.....	1	8	6

Net, 2 0 15; gross, 3 1 12.

No. 121—7, 8, 9.

100 doz. men's brown cotton ½ hose, 5*s*. 6*d*.....	27	10	0
50 doz. ditto, 6*s*.....	15	0	0
25 doz. knitted, ditto, 6*s*. 11*d*.....	8	12	11
3-1, 2-5, 3-2, case and zinc.....	1	8	6

Net, 2 3 5; gross, 3 3 5.

No. 122—10.

195 doz. men's fine brown ½ hose, 4*s*. 7*d*.....	44	13	9
112 doz. ditto, grey rough, 4*s*. 8*d*.....	26	2	8
3-1, 2-5, 3-2, case and zinc.....	1	8	6

Net, 2 2 6; gross, 2 3 4.

186 No. 123—11, 12.

100 doz. men's grey rough ½ hose, 4*s.* 8*d.*	23	6	8
100 doz. ditto, white cotton, 5*s.* 2*d.*	25	16	8
3-1, 2-1, 3, case and zinc	1	6	6

Net, 2 1 16; gross, 3 1 12.

No. 124—13, 14, 15.

60 men's rib'd merino ½ hose, 10*s.* 1*d.*	31	10	0
54 ditto, fancy, 15*s.* 6*d.*	41	17	0
35 ditto, grey lamb's wool, 9*s.* 6*d.*	16	12	6
3-1, 2-5, 3-2, case and zinc	1	8	6

Net, 2 2 16; gross, 3 2 12.

No. 125—15, 16.

15 doz. men's grey lamb's wool ½ hose, 9*s.* 6*d.*	7	2	6
34 doz. ditto merino shirts, 30*s.*	51	0	0
3-1, 2-5, 3-2, case and zinc	1	8	6

Net, 2 2 7; gross, 3 2 7.

No. 126—17, 17*a*, 18.

10 doz. men's white lamb's wool shirts, 36*s.*	18	0	0
10 doz. ditto, assorted, 30*s.*	15	0	0
3 doz. ditto, Shetland, 30*s.*	4	10	0
2-1, 2-5, 3-2, case and zinc	1	8	6

Net, 1 3 14; gross, 2 3 16.

No. 127—18, 19.

17 doz. Shetland shirts, 30*s.*	25	10	0
10 doz. col'd merino pants, 63*s.*	31	10	0
3-1, 2-5, 3-2, case and zinc	1	8	6

Net, 2 0 10; gross, 3 0 11.

No. 128—19, 20.

20 doz. colored merino pants, 63*s.*	63	0	0
10 doz. mute ditto, 46*s.*	23	0	0
3-1, 2-5, 3-2, case and zinc	1	8	6

Net, 2 1 0; gross, 3 1 7.

No. 129—20, 21.

20 doz. white merino pants, 46*s.*	59	16	0
5 doz. assorted lamb's wool, 43*s.*	10	15	0
3-1, 2-5, 3-2, case and zinc	1	8	6

Net, 2 0 20; gross, 3 0 19.

No. 130—21.

20 doz. assorted lamb's wool pants, 43*s.*	43	0	0
3-1, 2-5, 3-2, case and zinc	1	8	6

Net, 1 3 0; gross, 2 3 6.

187 No. 131—21, 22.

5 doz. assorted lamb's wool, 43*s.*	10	15	0
30 doz. brown cotton, 38*s.*	57	0	0
3-1, 2-5, 3-2, case and zinc	1	8	6

Net, 2 3 10; gross, 3 3 13.

No. 132—23.

20 doz. Florentine shirts, 28*s*.....	28	0	0
2-8, 2-1, 2-11, case and zinc.....	1	3	6
Net, 2 0 17; gross, 2 3 19.			

No. 133—24, 25, 26, 27, 28.

18 doz. striped regattas, 14*s*. 6*d*.....	13	1	0
10 doz. Florentine, 20*s*.....	10	0	0
10 doz. Persigny collars, 4*s*. 6*d*.....	2	5	0
10 doz. Persigny do. 6*s*. 6*d*.....	3	5	0
10 doz. West End do. 5*s*. 6*d*.....	2	15	0
2-7, 2-3, 2-4, case and zinc.....	1	0	0
Net, 1 2 10; gross, 1 1 2.			

No. 134—1, 2.

10 doz. scarlet and black flannel shirts, 44*s*	22	0	0
20 doz. fancy ditto, 59*s*.....	59	0	0
2-3, 2-8, 3, case and zinc.....	1	10	6
Net, 2 1 9; gross, 3 1 9.			

No. 135—2, 2.

20 doz. fancy, 59*s*.....	59	0	0
10 doz. printed, 59*s*.....	29	10	0
3-3, 2-8, 3, case and zinc.....	1	10	6
Net, 2 0 8; gross, 3 0 20.			

No. 136—4, 5, 6.

5 doz. men's calico shirts, linen bands, &c., washed, &c., 36*s*..	9	0	0
5 doz. ditto, 36*s*.....	9	0	0
5 doz. ditto, 36*s*.....	9	0	0
2-7, 1-11, 3-1, case and zinc.....	1	2	6

No. 137—7, 8, 9.

5 doz. ditto, 36*s*.....	9	0	0
5 doz. ditto Marsalla front, 40*s*.....	10	0	0
5 doz. ditto, 40*s*.....	10	0	0
2-7, 1-11, 3-1, case and zinc.....	1	2	6

188 No. 138—29, 30, 31, 32, 33, 34, 35, 36, 37, 38.

10 doz. men's scarlet Berlin braces, 7*s*. 6*d*.....	3	15	0
22 doz. French India rubber, 5*s* 6*d*.....	6	1	0
10 doz. ditto, 7*s*. 9*d*.....	3	17	6
10 doz. strang., 8*s*. 9*d*.....	4	7	6
10 doz. ditto, 7*s*. 6*d*.....	4	15	0
5 doz. ditto, 12*s*. 6*d*.....	3	2	6
10 doz. cantabs.....	6	15	0
5 doz. ditto, 14*s*. 6*d*.....	3	12	6
5 doz. ruffs, 15*s*. 6*d*.....	3	17	6
5 doz. drab, 15*s*. 6*d*.....	3	17	6
3, 2-2, 2-8, case and zinc.....			
10 per cent. commission.....	111	19	0
	£1,231	12	2

189 69.

67 Willow Walk, Bermondsey.

Bought of Geo. & Wm. Almond:

P [W A] N.—Nos. 139, 140, 141, 142, 143, 144, 145, 146, 147.

90 doz. 8 blue county pins in ½ box, 24 papers in the box, 4*s.* 6*d.*	20	5	0
2.10 by 1.9 by 2.4, case and zinc	1	0	6
Net, 2 2 10; gross, 3 1 13.			
96 doz. 7 ditto, 4*s.* 1*d.*	19	12	0
2.10 by 1.11 by 2.3, case and zinc		19	6
Net, 2 2 8; gross, 3 1 12.			
96 doz. 6 ditto, 3*s.* 6*d.*	16	16	0
2.9 by 1.9 by 2.3, case and zinc		18	6
Nett, 2 0 10; gross, 2 3 19.			
108 doz. 5 do. country pins, 3*s.* 3*d.*	17	11	0
2.9 by 1.9 by 2.6, case and zinc		19	6
Nett 2 1 10; gross, 3 0 20.			
90 doz. 6 ditto, 3*s.* 6*d.*	15	15	0
2.9 by 1.9 by 2.3, case and zinc		19	0
Nett, 2 0 0; gross, 2 2 6.			
105 doz. 4 ditto, 2*s.* 8*d.*	14	0	0
24 doz. 4½ ditto, 3*s.*	3	12	0
2.9 by 1.9 by 2.6, case and zinc		19	6
Nett, 2 1 0; gross, 2 3 20.			
190 15 d'z 4½ county pins, 3*s.*	2	5	0
63 d'z 5 ditto, 3*s.* 3*d.*	10	4	9
18 d'z 6 ditto, 3*s.* 6*d.*	3	3	0
12 d'z 7 ditto, 4*s.* 1*d.*	2	9	0
2.9 by 1.9 by 2.6, case and zinc		19	6
Nett, 2 1 10; gross, 3 0 17.			
63 doz. 7 ditto, 4*s.* 1*d.*	12	17	3
51 doz. 8 ditto, 4*s.* 6*d.*	11	9	6
165 M Holyok's diamond ey'd grooveless needles, 4*s.* 6*d.*	37	2	6
60 M do., between, do., 4*s.* 6*d.*	13	10	0
2.10 by 2.1 by 2.7, case and zinc	1	2	0
Nett 4 0 0; gross, 4 3 9.			
21 doz. 8 blue county pins, 4*s.* 6*d.*	4	14	6
40 doz. 12 ditto, 2*s.* 4*d.*	4	13	4
93 doz. 3½ ditto, 2*s.* 7*d.*	12	0	3
2.10 by 2.1 by 2.7, case and zinc	1	2	0
Nett, 2 3 0; gross, 3 2 3.			
	231	0	1
10 per cent commission	23	2	0
	£254	2	1

191 70.

67 Willow Street, Bermondsey.

Bought of Geo. & Wm. Almond:

W [W A] P.—Trunks 212, 213, 214, 215, 216, 217, 218, 219.

100 pairs cronions, 5*s.* 6*d.*	27	10	0
1 trunk; nett, 1 0 11; gross, 1 1 20.			

100 pairs cronions, 5*s.* 6*d*.....	27	10	0
1 trunk; nett, 1 0 9; gross, 1 1 20.			
100 pairs cronions, 5*s.* 6*d*.....	27	10	0
1 trunk; nett, 1 0 6; gross, 1 1 17.			
100 pairs cronions, 5*s.* 6*d*.....	27	10	0
1 trunk; nett, 1 0 1; gross, 1 1 23.			
100 pairs cronions, 5*s*, 6*d*.....	27	10	0
1 trunk; nett, 1 0 7; gross, 1 1 18.			
80 pairs cronions, 5*s.* 6*d*.....	22	0	0
1 trunk; nett, 0 3 14; gross, 1 0 2.			
80 pairs cronions, 5*s.* 6*d*.....	22	0	0
1 trunk; nett, 0 3 13; gross, 1 0 14.			
80 pairs cronions, 5*s.* 6*d*.....	22	0	0
1 trunk; nett, 0 3 13; gross, 1 0 15.			
Packing in 8 trunks, each 14*s.* 6*d*.....	5	16	0
	£209	6	0

192 71.

67 Willow Walk, Bermondsey.

Bought of Geo. & Wm. Almond :

[W A] P.—Trunk 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250.

80 pairs shoes, red bottoms, 4*s.* 2*d*.....	16	13	4
1 trunk; nett weight, 0 3 12; gross, 1 0 16.			
80 pairs shoes, red bottoms, 4*s.* 2*d*.....	16	13	4
1 trunk; nett weight, 0 3 12; gross, 1 0 16.			
80 pairs shoes, red bottoms, 4*s.* 2*d*.....	16	13	4
1 trunk; nett weight, 0 3 12; gross, 1 0 15.			
80 pairs shoes, red bottoms, 4*s.* 2*d*.....	16	13	4
1 trunk; nett weight, 0 3 13; gross, 1 0 17.			
80 pairs shoes, red bottoms, 4*s.* 2*d*.....	16	13	4
1 trunk; nett weight, 0 3 11; gross, 1 0 12.			
80 pairs shoes, red bottoms, 4*s.* 2*d*.....	16	13	4
1 trunk; nett weight, 0 3 10; gross, 1 0 15.			
80 pairs shoes, red bottoms, 4*s.* 2*d*.....	16	13	4
1 trunk; nett weight, 0 3 14; gross, 1 0 18.			
80 pairs shoes, red bottoms, 4*s.* 2*d*.....	16	13	4
1 trunk; nett weight, 0 3 12; gross, 1 0 16.			
193 80 pairs shoes, red bottoms, 4*s.* 2*d*.....	16	13	4
1 trunk; nett weight, 0 3 12; gross, 1 0 16.			
80 pairs shoes, red bottoms, 4*s.* 2*d*.....	16	13	4
1 trunk; nett weight, 0 3 13; gross, 1 0 16.			
80 pair shoes, red bottoms, 4*s.* 2*d*.....	16	13	4
1 trunk; nett weight, 0 3 16; gross, 1 0 19.			
84 pairs Oxfords, 4*s.* 2*d*.....	17	10	0
1 trunk; nett weight, 1 0 4; gross, 1 1 6.			
84 pr. Oxfords, 4*s.* 2*d*.....	17	10	0
1 trunk; nett weight, 1 0 2; gross, 1 1 14.			
84 pr. Oxfords, 4*s.* 2*d*.....	17	10	0
1 trunk; nett weight, 1 0 5; gross, 1 1 17.			
84 pr. Oxfords, 4*s.* 2*d*.....	17	10	0
1 trunk; nett weight, 1 0 3; gross, 1 1 15.			

84 pr. Oxfords, 4*s.* 2*d*.....	17	10	0
1 trunk; nett weight, 0 3 24; gross, 1 1 8.			
84 pr. Oxfords, 4*s.* 2*d*.....	17	10	0
1 trunk; nett weight, 0 3 27; gross, 1 1 11.			
84 pr. Oxfords, 4*s.* 2*d*.....	17	10	0
1 trunk, nett weight, 1 0 1; gross, 1 1 13.			
80 pr. Oxfords, 4*s.* 2*d*.....	16	13	4
1 trunk; nett weight, 1 0 0; gross, 1 1 10.			
194 72 pairs light Bluchers, 5*s*.....	18	0	0
1 trunk; nett weight, 0 3 18; gross, 1 0 26.			
72 pairs light Bluchers, 5*s*.....	18	0	0
1 trunk; nett weight, 0 3 13; gross, 1 0 21.			
72 pairs light Bluchers, 5*s*.....	18	0	0
1 trunk; nett weight, 0 3 9; gross 1 0 17.			
80 pair light Bluchers, 5*s*.....	20	0	0
1 trunk; nett weight, 1 0 1; gross, 1 0 13.			
109 pairs Oxford, common, 4*s.* 2*d*.....	22	14	2
1 trunk; nett weight, 1 0 13; gross, 1 1 25.			
101 pairs grain shoes, 3*s.* 7*d*.....	18	1	11
1 trunk; nett weight, 1 0 2; gross, 1 1 14.			
101 pairs grain shoes, 3*s.* 7*d*.....	18	1	11
1 trunk; nett weight, 0 3 27; gross, 1 1 7.			
101 pairs grain shoes, 3*s.* 7*d*.....	18	1	11
1 trunk; nett 0 3 25; gross, 1 1 9.			
100 pairs grain shoes, 3*s.* 7*d*.....	17	18	4
1 trunk; nett, 0 3 27; gross, 1 1 7.			
100 pairs grain shoes, 3*s.* 7*d*.....	17	18	4
1 trunk; nett 0 3 17; gross, 1 0 25.			
195 100 pairs grain shoes, 3*s.* 7*d*.....	17	18	4
1 trunk; nett, 0 3 20; gross, 1 1 0.			
51 pairs of woman's boots, 3*s*.....	7	13	0
1 trunk; nett, 0 2 6; gross, 0 3 6.			
Packing in 31 trunks, each 14*s.* 6*d*.....	22	9	6
	£557	7	5

72.

67 Willow Walk, Bermondsey.

Bought of Geo. & Wm. Almond :

W [W A] P.—Bale; case 277.

70 pairs union blankets, 68 in. by 51 in., 7*s.* 6*d*.....	26	5	0
Packing in oil-cloth and ropes.....		18	6
3.1 by 2.3 by 2.10; nett, 2 3 16; gross, 3 0 2.			
	£27	3	6

196 73.

67 Willow Walk, Bermondsey.

Bought of Geo. & Wm. Almond :

W [W A] P—Case 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295.

180 pairs Bluchers, common, 3*s.* 6*d*.....	31	10	0
Nett, 1 3 2; gross, 2 0 22.			
180 pairs ditto, 3*s.* 6*d*.....	31	10	0
Nett, 1 3 5; gross, 2 0 25.			

180 pairs ditto, 3s. 6d.	31	10	0
Nett, 1 3 2; gross, 2 0 5.			
180 pairs ditto, 3s. 6d.	34	10	0
Nett, 1 3 8; gross, 2 1 0.			
180 pairs ditto, 3s. 6d.	31	10	0
Nett, 1 3 6; gross 2 0 26.			
180 pairs ditto, 3s. 6d.	31	10	0
Nett, 1 3 3; gross 2 0 23.			
81 pairs ditto, 3s. 6d.	14	3	6
Nett, 0 3 8; gross, 1 0 16.			
81 pairs ditto, 3s. 6d.	14	3	6
Nett, 0 3 1; gross, 1 0 9.			
197 81 pairs Bluchers, common, 3s. 6d.	14	3	6
Nett, 0 3 1; gross, 1 0 9.			
81 pairs ditto, 3s. 6d.	14	3	6
Nett, 0 2 25; gross, 1 0 5.			
81 pairs ditto, 3s. 6d.	14	3	6
Nett, 0 3 5; gross, 1 0 13.			
81 pairs ditto, 3s. 6d.	14	3	6
Nett, 0 3 1; gross, 1 0 9.			
81 pairs ditto, 3s 6d.	14	13	6
Nett, 0 2 27; gross, 1 0 7.			
81 pairs ditto, 3s. 6d.	14	3	6
Nett, 0 5 7; gross, 1 0 15.			
Packing in 6 cases, each 9s.	2	14	0
Packing in 6 trunks, each 14s. 6d.	5	16	0
	£310	18	0

198 74.

67 Willow Walk, Bermondey.

Bought of Geo. & Wm. Almond :

W [W] P.—Trunks 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309.

81 pairs Bluchers, common, 3s. 6d.	14	3	6
Nett, 0 3 4; gross, 1 0 12.			
81 pairs Bluchers, common, 3s. 6d.	14	3	6
Nett, 0 3 1; gross, 1 0 9.			
81 pairs ditto, 3s. 6d.	14	3	6
Nett, 0 3 4; gross, 1 0 12.			
81 pairs ditto, 3s. 6d.	14	3	6
Nett, 0 3 5; gross, 1 0 13.			
81 pairs ditto, 3s. 6d.	14	3	6
Nett, 0 3 0; gross, 1 0 3.			
81 pairs ditto, 3s. 6d.	14	3	6
Nett, 0 3 3; gross, 1 0 10.			
81 pairs ditto, 3s 6d.	14	3	6
Nett, 0 2 14; gross, 1 0 4.			
100 pairs ditto, 3s. 6d.	17	10	0
Nett, 0 3 23; gross, 1 1 7.			
199 103 pairs Blucher, common, 3s. 1d.	18	3	6
Nett, 0 3 26; gross, 1 1 10.			
81 pairs ditto, 3s. 6d.	14	3	6
Nett, 0 3 0; gross, 1 0 8.			

81 pairs ditto, 3*s*. 6*d*.	14	3	6
Nett, 0 3 2; gross, 1 0 10.			
81 pairs ditto, 3*s*. 6*d*.	14	3	6
Nett, 0 3 9; gross, 1 0 17.			
81 pairs ditto, 3*s*. 6*d*.	14	3	6
Nett, 0 3 1; gross, 1 0 9.			
81 pairs ditto, 3*s*. 6*d*.	14	3	6
Nett, 0 2 27; gross, 1 0 7.			
Packing in 14 trunks, each 14*s*. 6*d*.	10	3	0
	£215	15	6

200 75.

67 Willow St., Bermondsey.

Bought of Geo. and Wm. Almond:

W W [W A] P.—Bale 322, 323; cases 324, 325, 326, 327, 328, 329, 330, 331, 332, 333.

15 doz. white aprons, 28*s*.	21	0	0
Nett, 3 0 0; gross, 3 0 15.			
14 doz. white aprons, 28*s*.	19	12	0
Nett, 2 3 2; gross, 2 3 17.			
110 gross overcoat 4-hole buttons, 4*s*.	22	0	0
20 g't gross metal small scrap buttons, 4*s*.	4	0	0
Nett, 2 3 8; gross, 3 0 0.			
260 gross overcoat 4-hole buttons, 4*s*.	52	0	0
Nett, 2 0 17; gross, 2 2 9.			
69 g't gross large bl'k fly buttons, 5*s*. 6*d*.	18	19	6
Nett, 2 0 17; gross, 2 2 9.			
100 g't gross super bone 4-hole bl'k buttons, 5*s*. 6*d*.	27	10	0
26 g't gross 2d brace assorted buttons.	5	4	0
Nett, 4 0 3; gross, 4 1 23.			
31 g't gross large black fly buttons, 5*s*. 6*d*.	8	10	6
70 g't gross 2d brace assorted buttons, 4*s*.	14	0	0
Nett 3 0 2; gross, 3 1 23.			
201 540 gross palitot 2 holes buttons, 2*s*. 6*d*.	67	10	0
Nett, 2 2 0; gross, 2 3 20.			
50 g't gross small or strap buttons, 4*s*. 9*d*.	11	17	6
50 g't gross metal white braid buttons, 5*s*. 6*d*.	13	15	0
Nett, 3 0 12; gross, 3 2 4.			
200 g't gross 2d strap or fly buttons, 1*s*. 9*d*.	17	10	0
22 g't gross 2d brace assorted buttons, 4*s*.	4	8	0
Nett, 3 1 6; gross, 3 2 26.			
100 g't gross super bone 4-hole buttons, 5*s*. 6*d*.	27	10	0
16 g't gross 2d brace assorted buttons, 4*s*.	3	4	0
Nett, 3 2 24; gross, 4 0 16.			
116 g't gross 2d assorted brace buttons, 4*s*.	23	4	0
Nett, 3 2 0; gross, 3 3 20.			
Packing in 10 cases, each 9*s*.	4	10	0
Do. in 2 bales, 4*s*. 6*d*.		9	0
	£366	13	6

202 76.

67 Willow Walk, Bermondsey.

Bought of Geo. and Wm. Almond:

W [W A] P—Case 334.

50 great gross super strap or fly buttons, 4*s.* 3*d*.....	10	12	6
50 great gross super strap small white black buttons, 4*s.* 3*d*..	10	14	6
200 gross fancy glass buttons, 2*s.* 4*d*.....	23	6	8
Nett, 2 1 21; gross, 2 3 13.			

Case 335.

100 great gross agate buttons, 2*s.* 6*d*.....	12	10	0
196 gross black buckles, 2*s.* 8*d*.....	26	2	8
25 gross white buckles, 2*s.* 9*d*.....	3	8	9
Nett, 3 2 1; gross, 3 3 21.			

Case 336.

23 gross small tooth combs, 48*s*.....	55	4	0
Nett, 0 3 17; gross, 1 0 3.			

Trunk 337.

10 gross 7-inch dressing combs, 60*s*.....	30	0	0
21 gross 5-inch dressing combs, 30*s*.....	31	10	0
10 cloth bags.....	2	1	0
Nett, 1 0 22; gross, 1 3 6.			

Case 338.

2 gross 1½ brass martingale rings 30*s*.....	3	0	0
7½ gross 1½ stout tin'd roller buckles, 10*s.* 6*d*.....	3	18	9
3 gross 1-inch girth buckles, 9*s.* 6*d*.....	1	8	6
3 gross short leg'd roller buckles, 9*s.* 6*d*.....	1	8	6
30 gross ¾ black roller buckles, 3*s.* 6*d*.....	5	5	0
12 gross ¾ pin roller buckles, 3*s.* 6*d*.....	2	2	0
13 gross ¾ pin inlet buckles, 3*s*.....	1	19	0
Nett, 0 3 22; gross, 1 0 4.			

203 Case 339.

51 gross tin rings, 7*s.* 6*d*.....	19	2	6
Nett, 2 2 4; gross, 2 3 0.			

Case 340.

11 gross 1⅛ tin roller buckles, 9*s.* 6*d*.....	5	4	6
35 round knives, saddlers', 3*s*.....	5	5	0
11 head knives, saddlers', 2*s*.....	1	2	0
1 doz. each saddler's punches, No. 2, 6*s.*; No. 3, 6*s.*; No. 4, 6*s.*; No. 5, 6*s.*; No. 6, 6*s.*; No. 7, 7*s.*; No. 8, 8*s.*; No. 9, 9*s.*; No. 10, 10*s*.....	3	4	0
150 short brown straps, 11*d*.....	6	17	6
Nett, 1 3 8; gross, 1 3 22.			

Case 341.

43 doz. horse-brushes, 10*s*.....	21	10	0
Nett 2 0 21; gross, 2 3 26.			

Trunk 342.

99 waist belts, 3*s.* 6*d*.....	17	6	6
14 ball bags, 5*s*	3	10	0
141 ¾ wax straps, 10*d*.....	5	17	6
12 horse or cow ties, 7*s.* 6*d*.....	4	10	0
61 brown straps, 4 feet by 1 inch, 2*s*.....	6	2	0
25 brown straps, ¾ f't by 1 inch, 1*s.* 9*d*	2	3	9
28 brown straps, 3 f't by 1 inch, 1*s.* 6*d*.....	2	2	0
56 brown straps, 1-9 f't by 3-4 inch, 1*s*.....	2	16	0
2½ doz. russet kip, 0 2 14, 2*s.* 6*d*.....	8	15	0
Nett, 1 1 24; gross, 1 3 8.			

Trunk 343.

17 doz. horse-brushes, 10*s*.....	8	10	0
Nett, 1 0 9; gross, 1 0 21.			
Packages in 7 cases, each 9*s*.....	3	3	0
Packages in 3 trunks, 14*s.* 6*d*.....	2	3	6
	£353	14	7

204 77.

67 Willow Walk, Bermondsey.

Bought of Geo. and Wm. Almond:

[W A]—Trunk 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362.

55 pairs side spring boots, 6*s.* 7*d*.....	18	2	1
Nett, 1 3 5; gross, 1 0 8.			
55 pairs spring boots, 6*s.* 7*d*.....	18	2	1
Nett, 0 3 1; gross, 1 0 5.			
55 pairs spring boots, 6*s.* 7*d*.....	18	2	1
Nett, 0 3 6; gross, 1 0 10.			
55 pairs spring boots, 6*s.* 7*d*.....	18	2	1
Nett, 0 3 0; gross, 1 0 4.			
55 pairs spring boots, 6*s.* 7*d*.....	18	2	1
Nett, 0 3 1; gross, 1 0 3.			
55 pairs spring boots, 6*s.* 7*d*.....	18	2	1
Nett, 0 2 24; gross, 1 0 1.			
55 pairs spring boots, 6*s.* 7*d*.....	18	2	1
Nett, 0 3 4; gross, 1 0 7.			
55 pairs spring boots, 6*s.* 7*d*.....	18	2	1
Nett, 0 3 5; gross, 1 0 8.			
55 pairs spring boots, 6*s.* 7*d*.....	18	2	1
Nett, 0 2 27; gross, 1 0 5.			
55 pairs spring boots, (50 p'r side laces, 3 p'r patent lace,(6*s.* 7*d.*)	18	2	1
Nett, 0 2 23; gross, 0 3 26.			
50 pairs spring boots, 6*s.* 7*d*.....	16	9	2
Nett, 0 2 21; gross, 0 3 19.			
50 pairs spring boots, 6*s.* 7*d*.....	16	9	2
Nett, 0 2 20; gross, 0 3 18.			
205 50 pairs side spring boots, 6*s.* 7*d*.....	16	9	2
Nett, 0 2 18; gross, 0 3 20.			
50 pairs spring boots, 6*s.* 7*d*.....	16	9	2
Nett, 0 2 19; gross, 0 3 19.			

50 pairs spring boots, 6*s.* 7*d*.....	16	9	2
Nett, 0 3 20; gross, 0 3 18.			
50 pairs spring boots, 6*s.* 7*d*.....	16	9	2
Nett, 0 2 22; gross, 0 3 20.			
50 pairs spring boots, 6*s.* 7*d*.....	16	9	2
Nett, 0 2 25; gross, 0 3 23.			
50 pairs spring boots, 6*s.* 7*d*.....	16	9	2
Nett, 0 2 22; gross, 0 3 19.			
41 pairs spring boots, 6*s.* 7*d*.....	13	9	11
Nett, 0 2 11; gross, 0 2 11.			
19 trunks and packing, each, 14*s.* 6.....	13	15	6
	£339	19	7

206 78.

67 Willow Walk, Bermondsey.

Bought of Geo. & Wm. Almond:

P [W A]—Trunks 363, 364, 365, 366, 367.

180 pairs children's shoes, 2*s.* 6*d*.....	22	10	0
Net, 1 0 6; gross, 1 1 10.			
46 pairs children's shoes, 2*s.* 6*d*.....	5	15	0
11 pairs women's balmoral boots, 3*s.* 6*d*.....	1	18	6
Nett, 0 1 13; gross, 0 2 9.			
105 pairs side lace boots, (women's,) 3*s.* 6*d*.....	18	7	6
Nett, 0 3 21; gross, 1 0 19.			
90 pairs balmoral boots, (women's,) 3*s.* 6*d*.....	15	15	0
Nett, 0 3 7; gross, 1 0 7.			
72 pairs side spring boots, (women's,) 6*s.* 7*d*.....	23	14	0
Nett, 0 2 6; gross, 0 3 2.			
5 trunks and packing, 14*s.* 6*d*.....	3	12	6
	£91	12	6

207 79.

67 Willow Walk, Bermondsey.

Bought of Geo. & Wm. Almond:

P [W A] S J—Cases 374, 375, 376.

216 fine drab felt hats, 5*s*.....	54	0	0
24 paper boxes, each 4*d*.....		8	0
Deal case, lined zinc.....	1	6	6
Nett, 0 2 16; gross, 1 2 24.			
204 fine drab felt hats, 5*s*.....	51	0	0
24 paper boxes, 4*d*.....		8	0
Deal case, line zinc.....	1	6	6
Nett, 0 2 18; gross, 1 3 7.			
56 fine drab felt hats, 5*s*.....	14	0	0
119 fine bl'k felt hats, 5*s*.....	29	15	0
24 paper boxes, each 4*d*.....		8	0
Deal case, lined zinc.....	1	6	6
Nett, 0 2 16; gross, 1 2 25.			
	£153	18	6

208 80.

67 Willow Walk, Bermondsey.

Bought of Geo. & Wm. Almond:

No. 4, C [W A] T H, 34.

20 pieces 36-inch Silesias, 76, 9-78, 4-79, 77½, 75, 76, 64½, 65½, 78; 1,530½ y'ds, 8½*d*.....	54	4	1
Case lined with tin; size, 2.6 by 1.8 by 20....		15	6

Nett weight, 2 2 17; gross, 3 0 21.

No. 4, No. 6, [W A], 35, T H, 35.

22 pieces 36-inch Silesias, 2-57, 3-60, 78, 56½, 77, 2-58, 2-78, 65½, 56½, 77, 75, 63, 2-65, 78, 54, 2-79; 1,474½ y'ds, 8½*d*.....	52	4	5
2 pieces 36-inch Silesias, 5,757½ y'ds, 114½, 9½*d*.....	4	10	8
Case lined tin, 2.11 by 1.8 by 1.11....		17	0

Nett weight, 2 2 14; gross, 3 0 26.

No. 4, [W A], 36, T H

24 pieces 36-inch Silesias, 79½, 2-57½, 77, 6-78, 2-77, 2-79, 76,63, 2-79, 2-79, 2-78, 2-64; 1,790½ y'ds, 8½*d*.....	63	8	3
Case lined with tin, 3.0 by 1.9 by 2.0.....		18	0

Nett weight, 3 0 20; gross, 3 3 8.

No. 4, [W A], 37 T H.

12 pieces 36-inch Silesias, 58,64, 62½, 64,57, 56½, 2-62, 79,57, 56½, 78½; 757½ y'ds, 8½*d*.....	26	16	7
12 pieces 36-inch Silesias, 62, 2-63, 2-63½, 59½, 62½, 63½, 65½, 61½, 63, 60½; 751 y'ds, 9½*d*.....	29	14	6
Case lined with tin, 2.10 by 1.9 by 1.11.....		16	6

Nett weight, 2 3 4; gross, 3 1 16.

209 No. 4, [W A], 38, T H.

20 pieces 36-inch Silesias, 57½, 2-64½, 63, 63½, 58 2-77, 2-65½, 68½, 79, 2-57, 77, 3-78, 64, 64½; 1,352 y'ds, 8½*d*.....	47	17	8
Case lined with tin, 2.4 by 1.8 by 1.10.....		15	0

Nett weight, 2 0 24; gross, 2 2 26.

No. 6, [W A], 39, T H.

20 pieces 36-inch Silesias, 2-58½, 64, 2-60, 59, 56½, 2-60, 3-58, 60½, 2-57½, 59½, 56, 60; 476¼ y'ds, 9½*d*.....	46	11	5
Case lined with tin, 2.6 by 1.8 by 2.0.....		15	6

Nett weight, 2 1 20; gross, 2 3 24.

No. 6, [W A], 40, T H.

20 pieces 36-inch Silesias, 62½, 59½, 2-60, 57½, 58½, 59½, 64, 2-56½, 63½, 63, 56, 60, 57½, 62½, 64½, 59, 58½, 55½; 1,194½, 9½*d*.....	47	5	8
Case lined with tin, 2.5 by 1.8 by 1.11.....		14	6

Nett weight, 2 1 0; gross, 2 3 2.

No. 6, [W A], 41, T H.

20 pieces 36-inch Silesias, 62½, 58, 57½, 60, 57, 62½, 64½, 60½, 64, 63, 58, 64, 57½, 59½, 57, 61, 2-59½, 62½, 59½; 1,210½ y'ds, 9½*d*.....	47	18	4
Case lined with tin, 2.5 by 1.8 by 1.11.....		14	6

Nett weight, 2 0 26; gross, 2 3 0.

No. 6, [W A], 42, T H.

20 pieces 36-inch Silesias, 62½, 3-61½, 61, 63, 59, 55, 61, 62½, 64, 3-63, 2-62½, 2-63½, 62½, 62; 1,238 y'ds, 9½*d*..... 49 0 1
Case lined with tin, 2 6 by 1.8 by 1.10..... 15 0
Nett weight, 2 0 20; gross, 2 2 22.

210 No. 6, [W A] T H, 3.

20 pieces 36-inch Silesias, 3-63½, 2-60, 2-57, 63½, 55, 57, 63½, 61½, 3-63, 60½, 56½, 54½, 63½, 56; 1,205 y'ds, 9½*d*..... 47 13 11
Case lined with tin, 2.6 by 1.8 by 1.11..... 15 6
Net weight, 2 0 22; gross, 2 2 25.

[W A] T H, 13.

16 pieces 36-inch jeanettes, 4-84½, 2-85, 2-86, 77, 2-78½, 91½, 87, 2-65, 80; 1,302½ y'ds, 8½..... 46 2 7
Packing in double canvas and oil-cloth..... 14 6
Size, 1.9 by 1.9 by 3.2; nett weight, 2 2 7; gross weight, 2 2 17.

[W A] T H, 14.

16 pieces 36-inch jeanettes, 3-78, 2-86, 73, 2-79, 84½, 2-78½, 75, 72, 77, 71, 65; 1,238½ y'ds, 8½*d*..... 43 17 3
Packing in double canvas and oil-cloth..... 14 6
Size, 1.9 by 1.9 by 3.2; nett weight, 2 1 26; gross weight, 2 2 6.

[W A] T H, 15.

16 pieces 36-inch jeanettes, 79½, 84, 90, 2-86, 2-85½, 6-79, 84½, 2-85; 1,325 y'ds, 8½*d*..... 46 18 6
Packing in double canvas and oil-cloth..... 14 6
Size, 1.9 by 1.9 by 3.2; nett weight, 2 2 9; gross weight, 2 2 18.

No. 35, [W A] T H, 30.

23 pieces, 22½-inch padding, 3-59, 2-59½, 6-60, 9-61, 2-62, 60½; 1,389½ y'ds, 5*d*..... 28 18 11
Packing in double canvas and oil-cloth..... 18 6
Size, 2.7 by 2.2 by 2.8; nett weight, 4 1 10; gross weight, 4 1 25.

No. 35, [W A] T H, 31.

22 pieces, 22½-inch padding, 2-59½, 61½, 2-62, 59, 6-61, 260½, 8-60; 1,330½ y'ds, 5*d*..... 27 14 4
Packing in double canvas and oil-cloth.....
Size, 2.7 by 2.2 by 2.6; nett weight, 4 0 24; gross weight, 4 1 4.

211 No. 30, [W A] T H, 32.

23 pieces, 22½-inch padding, 7-62, 5-61, 7-58, 2-59, 61½, 62½; 1,387 y'ds, 4½*d*..... 26 0 1
Packing in double canvas and oil-cloth..... 18 6
Size, 2.7 by 2.2 by 2.7; nett weight, 4 0 18; gross weight, 4 0 27

No. 30, [W A] T H, 33.

22 pieces, 22½-inch padding, 8-62, 60, 57½, 56, 58½, 57, 2-58, 2-63, 4-61; 1,332½ y'ds, 4½*d*.....	24	19	8
Packing in double canvas and oil-cloth.....		18	0
Size, 2.7 by 2.2 by 2.7; nett weight, 4 0 8; gross weight, 4 0 16.			
	£775	10	5

81.

67 Willow Walk, Bermondsey.

Bought of Geo. and Wm. Almond:

[W A] C, 38-117.

2,000 pairs gray blankets, 66 by 34, 12*s.* 6*d*.....	1,250	0	0
Packing 80 bales in double canvas, tax, &c., 17*s*.....	68	0	0
2.0 by 2.10 by 2.9; nett, 2 0 26; gross, 2 1 3 per bale.			
	£1,318	0	0

212 82.

67 Willow Walk, Bermondsey.

Bought of Geo. and Wm. Almond:

[W A] 80-99.

20 coils 2¼-inch manilla rope, 20 0 11, 45*s*.....	45	4	6

213 83.

67 Willow Walk, Bermondsey.

Bought of Geo. and Wm. Almond:

[W A] C N.—150, 151, 152, 153, 154, 155, 156 157, 158, 159, 160.

100 doz. men's knitted wool half hose, 7*s.* 6*d*.....	37	10	0
2.6 by 2.5 by 3.1, tarpauling and d'ble canvas baling.....	1	0	0
Nett, 1 3 0; gross, 1 3 22.			
100 doz. ditto, 7*s.* 6*d*.....	37	10	0
2.6 by 2.5 by 3.1, tarpauling and d'ble canvas baling.....	1	0	0
Nett, 1 3 1; gross, 1 3 22.			
100 doz. ditto, 7*s.* 6*d*.....	37	10	0
2.6 by 2.5 by 3.1, tarpauling and d'ble canvas.....	1	0	0
Nett, 1 3 0; gross, 2 0 0.			
168 doz. men's gray lamb's wool half hose, 7*s.* 6*d*.....	63	0	0
3.1 by 2.5 by 3.2, case and zinc.....	1	8	6
Nett, 2 2 10; gross, 3 2 6.			
40 doz. ditto, 7*s.* 6*d*.....	15	0	0
118 doz. worsted, 10*s.* 6*d*.....	61	19	0
3.1 by 2. 5 by 3.2, case and zinc.....	1	8	6
Nett, 2 2 20; gross, 3 2 18.			
62 doz. ditto, 10*s.* 6*d*.....	32	11	0
55 doz. union, 12*s*.....	33	0	0
3.1 by 2.5 by 3.2, case and zinc.....	1	8	6
Nett, 2 3 20; gross, 3 3 16.			

69 doz. ditto, 12*s*	41	8	0
27 doz. Milesian half hose, 13*s*	17	11	0
3.1 by 2.5 by 3.2, case and zinc	1	8	6
Nett, 2 3 25; gross, 3 3 23.			
214 100 doz. Milesian half hose, 13*s*	65	0	0
3.1 by 2.5 by 3.2, case and zinc	1	8	6
Nett, 2 3 16; gross, 3 3 14.			
100 doz. melesian half hose, 13*s*	65	0	0
3.1 by 2.5 by 3.2, case and zinc	1	8	6
Nett, 2. 3 10; gross, 3 3 9.			
24 bals. 12 sewing cotton, 36*s*	43	4	0
2.5 by 2.1 by 2.3, case and zinc, 18*s.* 6*d*		18	6
Nett, 2 0 14; gross, 2 3 1.			
26 bdls. ditto, 36*s*	46	16	0
2.5 by 2.1 by 2.6, case and zinc		19	6
Nett, 2 1 2; gross, 3 0 2.			
	£610	8	0

15 84.

67 Willow Walk, Bermondsey.

Bought of Geo. and Wm. Almond:

G [W A] N.—189½, 160½, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177.

12,960 y'ds 1¼-inch red lace, 1¾*d*	94	10	0
2.11 by 1.11 by 3.1, case and zinc	1	3	6
Nett, 1 3 0; gross, 3 2 12.			
15,408 y'ds ditto, 1¾*d*	112	7	0
2.11 by 1.11 by 3.1, case and zinc	1	3	6
Nett, 2 2 12; gross, 3 0 23.			
12,024 y'ds ditto, 1¾*d*	87	12	6
3,744 y'ds 1¼-inch yellow ditto	19	10	0
2.10 by 2.2 by 2.3, case and zinc	1	1	6
Nett, 3 0 20; gross, 4 0 6.			
13,248 y'ds 1¼-inch red lace, 1¾*d*	96	12	0
2.8 by 2.2 by 2.5, case and zinc	1	0	6
Nett, 2 0 3; gross, 3 0 3.			
15,120 yd's ditto, 1¾*d*	110	5	0
2.10 by 2.3 by 2.8, case and zinc	1	3	6
Nett, 3 0 0; gross, 3 3 12.			
15,120 yd's ditto, 1¾*d*	110	5	0
2.10 by 2.3 by 2.8, case and zinc	1	3	6
Nett, 3 0 0; gross, 3 3 12.			
216 13,824 y'ds 1¼-inch red lace, 1¾*d*	100	16	0
2.9 by 2.6 by 2.6, case and zinc	1	4	6
Nett, 2 3 20; gross, 3 3 7.			
1,152 y'ds 1¼-inch ditto, 1¾*d*	8	8	0
4,428 " " yellow ditto, 1¼*d*	23	1	3
3,312 " " black ditto, 1¼*d*	17	5	0
4,176 " " blue ditto, 1¾*d*	30	9	0
2 9 by 2.6 by 2.6, case and zinc	1	4	6
Nett, 2 3 4; gross, 3 2 20.			

13,824 y'ds 1¼-inch blue do., 1⅜*d*.	100	16	0
2.9 by 1.6 by 2.6, case and zinc.	1	4	6
Nett, 2 3 20; gross, 3 3 8.			
324 doz. Coates 300-y'd red cotton as'td, 10–40, 2*s*. 9*d*.	44	11	0
2.6 by 2.3 by 2.4, case and zinc.	1	1	6
Nett, 3 1 0; gross, 4 0 9.			
324 doz. ditto, 10–40, 2*s*. 9*d*.	44	11	0
2.4 by 2.3 by 2.3, case and zinc.	1	0	6
Nett, 2 2 10; gross, 3 1 8.			
288 doz. ditto, 10–40, 2*s*. 9*d*.	39	12	0
336 doz. ditto, 46–70, 2*s*. 5*d*.	40	12	0
168 doz. ditto, 80–100, 2*s*. 3*d*.	18	18	0
2.6 by 2 by 2.9, case and zinc.	1	1	6
Nett, 2 3 10; gross, 3 2 9.			
360 doz. black ditto, 10–40, 2*s*. 9*d*.	49	10	0
48 " " ditto, 50–60, 2*s*. 5*d*.	5	16	0
2.6 by 2.4 by 2.5, case and zinc.	1	1	6
Nett, 3 1 0; gross, 4 0 8.			
217 105 10-12 gross, 25, 5-y'd cotton tape, 8*s*. 6*d*.	14	19	7
2.5 by 2 by 2.3, case and zinc.	1	0	0
Nett, 2 1 10; gross, 3 0 2.			
187½ gross ditto, 8*s*. 6*d*.	79	13	9
2.10 by 2.1 by 2.7, case and zinc.	1	2	0
Nett, 3 3 0; gross, 4 2 9.			
104 2-12 gross ditto, 8*s*. 6*d*.	44	5	5
18 gross ½-inch yellow worsted braid, 8*s*. 9*d*.	7	17	6
30 gross scarlet ditto, 10*s*. 3*d*.	15	7	6
47¾ gross D. R. blue ditto, 10*s*. 3*d*.	24	9	5
2.10 by 2.1 by 2.7 case and zinc.	1	2	0
Nett, 3 1 0; gross 4 0 7.			
150 gross, 25, 5-y'ds cotton tape, 8*s*. 6*d*.	63	15	0
2.10 by 2.1 by 2.7, case and zinc.	1	2	0
Nett, 3 1 20; gross, 4 1 0.			
158 4-12 gross do., 8*s*. 6*d*.	67	5	10
2.10 by 2.1 by 2.7, case and zinc.	1	2	0
Nett, 3 1 15; gross, 4 1 21.			
8,136 y'ds 1¼ black lace, 1¼*d*.	42	7	6
5,184 y'ds 1¼ scarlet do., 13*s*. 4*d*.	37	16	0
12 y'ds ½-in. D. B. blue worsted braid, 10*s*. 3*d*.	6	3	0
12 y'ds yellow do, 8*s*. 9*d*.	5	5	0
25 y'ds, 25, 5-y'd tape, 8*s*. 6*d*.	10	12	6
33⅓ y'ds 4-y'd do., 7*s*.	11	13	4
3.5 by 1.11 by 2.1 case and zinc.	1	5	6
Nett, 3 3 20; gross, 4 3 22.			
	£1, 638	7	1

218 85.

67 Willow Walk, Bermondsey.

Bought of Geo. and Wm. Almond:

W [W A.]—Bale 200, 201, 202, 203, 204, 205, 206, 107, 208, 209, 210, 211.

12 doz. basils, heavy, 3 0 1, 15*d*.	21	1	3
In 3 mats; net weight, 3 0 1; gross, 3 0 2.			

17 doz. basils, heavy, 3 2 14, 15*s*.....	25	7	6
In 2 mats; net weight, 3 2 14; gross, 3 2 26.			
10 doz. 5 basils, heavy Scotch, 2 0 9, 15*s*.....	14	11	3
In 2 mats, nett weight, 2 0 9; gross, 2 0 21.			
17 doz. basils, 2 0 20, 15*s*.....	15	5	0
In 2 mats; net weight, 2 0 20; gross, 2 1 5.			
15 doz. basils, 1 2 20, 15*s*.....	11	15	0
In 2 mats; net weight, 1 2 20; gross, 1 3 4.			
12 doz. basils, 1 3 9, 15*s*.....	12	16	3
In 2 mats; net weight, 1 3 9; gross, 1 3 26.			
20 doz. basils, 2 2 14, 15*s*.....	18	7	6
In 2 mats; nett weight, 2 2 14; gross, 2 3 3.			
38 doz. basils, 3 0 7, 15*s*.....	21	8	9
In 2 mats; net weight, 3 0 7; gross, 3 0 20.			
219 12 harness hydes, 2 2 14, 1*s*. 8*d*.....	24	10	0
In 2 mats; net weight, 2 2 14; gross, 2 2 25.			
13 pair collar bucks, 2 2 9, 2*s*. 2*d*.....	31	6	2
In 2 mats; net weight, 2 2 9; gross, 2 2 18.			
13 pairs collar bucks, 2 0 14, 2*s*. 2*d*.....	25	15	8
In 1 mat; nett weight, 2 0 14; gross, 2 0 24.			
10 pairs collar bucks, 1 2 3, 2*s*. 2*d*.....	18	10	6
In 1 mat; nett weight, 1 2 3; gross, 1 2 13.			
Package in 23 mats, 4*s*. 6*d*. each.....	5	3	6
	£245	18	4

220 86.

67 Willow Walk, Bermondsey.

Bought of Geo. & Wm. Almond:

[W A] C—Cases 251, 252, 253, 254, 255, 256, 257; trunk 258; cases 259, 260; casks 261, 262, 263, 264, 265, 266, 267, 268, 269; trunk 270; cases 271, 272, 273, 274, 275.

110 pairs strong Bluchers, common, 5*s*. 6*d*.....	30	5	0
1 case; nett, 2 0 4; gross, 2 1 24.			
115 pairs strong Bluchers, common, 5*s*. 6*d*.....	31	12	6
1 case; nett, 1 3 15; gross, 2 1 7.			
115 pairs ditto, 5*s*. 6*d*.....	31	12	6
1 case; nett, 1 3 20; gross, 2 1 12.			
115 pairs ditto, 5*s*. 6*d*.....	31	12	6
1 case; nett, 1 3 16; gross, 2 1 8.			
115 pairs ditto, 5*s*. 6*d*.....	31	12	6
1 case; net, 1 3 17; gross, 2 1 9.			
115 pairs ditto, 5*s*. 6*d*.....	31	12	6
1 case; net, 1 3 15; gross, 2 1 7.			
96 pairs Bluchers, best, 7*s*. 6*d*.....	36	0	0
1 case; net, 1 3 9; gross, 2 1 1.			
54 pairs ditto, 7*s*. 6*d*.....	20	5	0
1 trunk; net, 0 3 18; gross, 1 0 26.			
221 6 dozen 2-ounce 9 white hemp, 20*s*. 6*d*.....	6	3	0
4 dozen 2-ounce 9 slate hemp, 20*s*.....	4	0	0
3 dozen 1-ounce 20 yellow hemp, 34*s*.....	5	2	0
3½ dozen 1-ounce 15 white hemp, 30*s*.....	5	5	0
6 dozen 1-ounce 15 slate hemp, 30*s*.....	9	0	0
1 case; nett, 2 1 25; gross, 3 1 11.			

2½ dozen 1-ounce 15 white hemp, 30*s*	3	15	0
9 gross sorted harness awls, 7*s.* 6*d*	3	7	6
3 gross hanging awls, 12*s*	1	16	0
12 gross sorted awl blades, 5*s.* 3*d*	3	3	0
3 gross sorted pegging awls, 5*s.* 3*d*		15	9
1 gross best hammer hafts, 16*s*		16	0
1 gross awl hafts		6	6
1½ gross peg awl hafts, 4*s.* 6*d*		2	3
7 lbs. ⅜ shoe pegs		2	6
7 lbs. 1-in. shoe pegs, 3½*d*		2	0
14 lbs. ½ by 12 shoe pegs, 3½*d*		4	1
28 lbs. ⅝ by 10 shoe pegs, 3½*d*		8	2
28 lbs. 6-8 by 10 shoe pegs, 3½*d*		8	2
1 lb. shoe hairs, 36*s*	1	16	0
1 lb. shoe hairs, No. 0, 24*s*	1	4	0
1 lb. shoe hairs, No. 2	1	3	0
1 lb. sorted harness needles		9	0
2 gross steel balls, new, 5*s*		10	0
2 gross ditto, hard, 5*s*		10	0
1 cask; nett, 1 2 12; gross, 1 3 24.			
112 lbs. shoemakers' wax, 6*d*	2	16	0
1 cask; net, 1 0 0; gross, 1 0 16.			
222 120 pairs strong Bluchers, 5*s.* 6*d*	33	0	0
1 case; net, 1 3 15; gross, 2 1 7.			
120 pairs ditto, 5*s.* 6*d*	33	0	0
1 case; net, 1 3 0; gross, 2 1 3.			
120 pairs ditto, 5*s.* 6*d*	33	0	0
1 case; nett, 1 3 11; gross, 2 1 3.			
120 pairs ditto, 5*s.* 6*d*	33	0	0
1 case; nett, 1 3 13; gross, 2 1 5.			
120 pairs ditto, 5*s.* 6*d*	33	0	0
1 case; nett, 1 3 12; gross, 2 1 4.			
120 pairs ditto, 5*s.* 6*d*	33	0	0
1 case; nett, 1 3 23; gross, 2 1 15.			
120 pairs ditto, 5*s.* 6*d*	33	0	0
1 case; nett, 1 3 12; gross, 2 1 4.			
120 pairs ditto, 5*s.* 6*d*	33	0	0
1 case; nett, 1 3 14; gross, 2 1 6.			
34 pairs ditto, with extra laces, 5*s.* 6*d*	9	7	0
1 trunk; nett, 0 2 26; gross, 1 0 6.			
120 pairs ditto, 5*s.* 6*d*	33	0	0
1 case; nett, 1 3 16; gross, 2 1 8.			
120 pairs ditto, 5*s.* 6*d*	33	0	0
1 case; net, 1 3 10; gross, 2 1 2.			
223 120 pairs strong Bluchers, 5*s.* 6*d*	33	0	0
1 case; net, 1 3 14; gross, 2 1 6.			
120 pairs ditto, 5*s.* 6*d*	33	0	0
1 case; nett, 1 3 14; gross, 2 1 6.			
120 pairs ditto, 5*s.* 6*d*	33	0	0
1 case; net, 1 3 9; gross, 2 1 1.			
Packing in 21 cases, each 9*s*	9	9	0
Packing in 2 trunks, each 14*s.* 6*d*	1	9	0
Packing in 2 casks, each 5*s*		10	0
	£747	12	5

224 87.

67 Willow Walk, Bermondsey.

Bought of Geo. & Wm. Almond:

W [W A] C, case 276.—Thread.

7 dozen best black, No. 25, 33*s.* 7*d*.....	11	15	1
7 dozen best black, No. 30, 36*s.* 9*d*.....	12	17	3
6 dozen best black, No. 35, 42*s*.....	12	12	0
7 dozen best brown, No. 30, 36*s.* 9*d*.....	12	17	3
6 dozen best brown, No. 35, 42*s*.....	12	12	0
2 dozen best drab, No. 25, 33*s.* 7.....	3	7	2
2 dozen best drab, No. 30, 36*s.* 9*d*.....	3	13	6
3 dozen best drab, No. 35, 42*s*.....	6	6	0
1 case lined oil.....	1	12	6
2 by 9 by 2; 2 by 2.7; nett, 4 2 0; gross, 5 0 14.			
	£77	12	9

225 88.

67 Willow Walk, Bermondsey.

Bought of Geo. & Wm. Almond:

W [W A] C—Cases 278, 279, 280, 281.

110 pairs strong Bluchers, best, 7*s.* 6*d*.....	41	5	0
Nett, 2 1 7; gross, 2 2 27.			
110 pairs strong Bluchers, best, 7*s.* 6*d*.....	41	5	0
Nett, 2 0 21; gross, 2 2 13.			
110 pairs ditto, 7*s.* 6*d*.....	41	5	0
Nett, 2 1 2; gross, 2 2 22.			
83 pairs ditto, 7*s.* 6*d*.....	31	2	6
Net, 1 3 0; gross, 2 0 20.			
Packing in 4 cases, 9*s*.....	1	16	0
	£156	13	6

226 89.

67 Willow Walk, Bermondsey.

Bought of Geo. & Wm. Almond:

W [W A] C—Trunks 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320; bale 321.

65 pairs strong Bluchers, best, 7*s.* 6*d*.....	24	7	6
Nett, 1 1 2; gross, 1 2 14.			
68 pairs ditto, 7*s.* 6*d*.....	25	10	0
Nett, 1 1 9; gross, 1 2 20.			
65 pairs ditto, 7*s.* 6*d*.....	24	7	6
Nett, 1 1 7; gross, 1 2 19.			
65 pairs do, 7*s.* 6*d*.....	24	7	6
Nett, 1 1 10; gross, 1 2 22.			
65 pairs ditto, 7*s.* 6*d*.....	24	7	6
Nett, 1 1 2; gross, 1 2 14.			
65 pairs ditto, 7*s.* 6*d*.....	24	7	6
Nett, 1 1 10; gross, 1 2 22.			

54 pairs Bluchers, common, 5*s.* 6*d*..... 14 17 0
Nett, 0 2 22; gross, 1 1 1.
32 doz. 6 13 kips, chamois, 18*s*..... 29 5 0
Nett, 0 3 18; gross, 1 0 2.
227 32 doz. 5 13 kips, chamois, 18*s*..... 29 5 0
Nett, 0 3 18; gross, 1 0 2.
20 doz. 8 kips, chamois, 18*s*..... 18 0 0
Nett, 0 2 2; gross, 0 3 14.
22 doz. 6 9 kips, chamois, 18*s*..... 20 5 0
Nett, 0 2 9; gross, 0 3 21.
5 doz. chamois, 18*s*..... 4 10 0
Nett, 0 1 3; gross, 0 17.
Packing in 11 trunks, 14*s.* 6*d*..... 7 19 6
And 1 bale..... 4 6

£271 13 6

228 90.

67 Willow Walk, Bermondsey.

Bought of Geo. & Wm. Almond:

C [W A]—Cases 368, 369, 370, 371, 372, 373.

100 pairs strong Bluchers, each 5*s.* 6*d*..... 27 10 0
2.9 by 2.1 by 1.9; nett, 1 5 6; gross, 2 1 2.
100 ditto, 5*s.* 6*d*..... 27 10 0
Nett, 1 2 22; gross, 2 1 18.
100 ditto, 5*s.* 6*d*..... 27 10 0
Nett, 1 3 27; gross, 2 1 22.
100 ditto, 5*s.* 6*d*..... 27 10 0
Nett, 2 0 4; gross, 2 1 25.
120 ditto, 5*s.* 6*d*..... 33 0 0
3.2 by 2.1 by 1.9; nett, 2 1 20; gross, 2 3 25.
120 ditto, 5*s.* 6*d*..... 33 0 0
Nett, 2 1 2; gross, 2 3 3.
4 cases, 15*s.* 6*d*..... 3 2 0
2 cases, 17*s.* 3*d*..... 1 14 6

£180 16 6

229 91.

67 Willow Walk, Bermondsey.

Bought of Geo. & Wm. Almond:

5 tons cast steel, Bedford No. 1, £50..... 250 0 0
8 cwt. ditto, (1 d'ble shea,) 40*s*..... 16 0 0
Of which: 78 bars round, diameter 3 inch, 2 inch, 1 1-26 inch; 175 bars square, 3 inch, 2 inch, 1 2-4 inch, 1½ inch, 1¼ inch, 1⅛ inch, 1 inch, ¾ inch, ½ inch; 391 ditto, (good for chisels,) 1 inch by 1¼ inch, ¾ by 1¼, ¾ by 1, ⅞ by ⅝, ½ by 2-4, ¾ by 1, 1 by ⅝, ⅞ by ½, ⅝ by 1, ⅞ by 2-4, 1 by ½, ⅜ by ⅝.

£266 0 0

230 92.

67 WILLOW WALK, BERMONDSEY.

Bought of Geo. & Wm. Almond:

C [W A] L.

52 M best counter horse-nails, each, 8, 5*s.* 2, 10, 5*s.* 10, 12, 6*s.* 7	45	14	4
Weight, 13 3 20.			
Packing in 9 bags, each 1*d*		9	0
	£46	3	4

231 93.

67 WILLOW WALK, BERMONDSEY.

Bought of Geo. & Wm. Almond:

C [W A] L—Casks 1–95.

9 tons, 2 cwt., 3 qrs., 20 lbs. horseshoes, at £22 per ton	201	4	7
95 casks and packing, each 5*s.*	23	15	0
Wharfage, each cask, 6*d.*	2	7	6
Cart hire	1	0	0
	£228	7	1

A blank leaf, addressed Mr. George Wellesley Almond, marked 94.

232 95.

No. 154. CONSOLADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura de los S'ores J. H. Gamble y c'ra que contiene diez bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff, Capitan S. Jarman, consignados al S'or S. J. Redgate de Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

233 96.

No. 146. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura del S'or D'n F. P. Austin que contiene nueve bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff, Capitan S. Jarman, consignados al S'or S. J. Redgate de Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

234 97.

No. 127. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura de los S'ores Halleday Fox y c'ra que contiene quinientos bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff, Capitan Jarman, consignados a los S'ores S. J. Redgate y G. W. Almond de Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 14 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

235 98.

No. 136. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura del S'r D. G. J. Von Dadelszen que contiene dos bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff su capitan S. Jarman, consignados al S'r S. J. Redgate de Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

236 99.

No. 148. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura de los S'ores Edward Barker e higo que contiene veinte nueve bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff, Capitan S. Jarman, consignados al S'or S. J. Redgate de Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

237 100.

No. 133. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura del S'r Don Samuel J. Redgate que contiene cuatro bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff, consignados al mismo S'or Samuel J. Redgate, pasagero en el mismo vapor para Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 14 de Enero mil ochocientos sesenta y tres.

Duplicate. JAMES L. HART.

238 101.

No. 133. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura del S'r Don Samuel J. Redgate que con-

tiene cuatro bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff, Capitan Jarman, consignados al mismo D'n Samuel J. Redgate, pasagero en el mismo vaper para Matamoras.

Y para que conste doy la presente firmado por mi en Londres a 14 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

239 102.

No. 145. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura del S'or C. S. Osborne que contiene mil trecientos sesenta bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff, su Capitan S. Jarman, consignados al S'or S. J. Redgate de Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

240 103.

No. 151. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura de los S'rs Frost hermanos que contiene ciento cuaranta y cinco bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff, Capitan S. Jarman, consignados al S'or S. J. Redgate de Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

241 104.

No. 135. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura del S'or C. S. Osborne que contiene sesenta y ocho bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff su Capitan S. Jarman, consignados al S'or S. J. Redgate de Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

242 105.

No. 149. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibo la factura de los S'ores Welch Margetson y c'ia que contiene diez y siete bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff, Capitan S. Jarman, consignados al S'or S. J. Redgate de Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

243 106.

NOTTINGHAM, *Jan'y*, 1863.

To B. H. Hine, Mundella & Co.

[50.]

To goods	£1,183	9	6
Insurance on £1,300 at 105, including stamp, &c.	68	5	0
Freight	87	2	0
Expenses, &c	3	0	0
	1,341	16	6

E. & O. E.
16 Jan'y, '63.

B. H. HINE, MUNDELLA & CO.

107.

NOTTINGHAM, , 18 .

To B. H. Hine, Mundella & Co.

[B.] 1-177, 180-240.

To insurance on £9,000 at 105s., including stamp, &c. £485 0 0

E. & O. E.
16 Jan'y, '63.

B. H. HINE, MUNDELLA & CO.

244 108.

NOTTINGHAM, 18 .

To B H. Hine, Mundella & Co.:

Dec. 12. To goods, [B] 1-177	5,881	18	4
Do. 180-240	2,583	3	8
	£8,465	2	0

E. & O. E.
16 Jan'y, '63.

B. H. HINE, MUNDELLA & CO.

109.

80 WOOD STREET, *London*, 1863.

Mr. R. Bowden, Dr. to Robert Sinclair & Co.:

Dec. 27. To goods	1,295	7	0
To samples	2	17	3
	£1,298	4	3

R. SINCLAIR & CO.

245 110.

80 WOOD STREET, *London*, 1863.

Mr. R. Bowden, Dr. to Robert Sinclair & Co.:

Dec. 27. To ins'ce	52	10	0
policy and stamp	3	7	6
	£55	17	6

R. SINCLAIR & CO.

111.

155 Fenchurch Street, *London*, 17 *Jan'y*, 1863.

Messrs. Wilson & Armstrong to Grant, Brodie & Co.:

For insurance per "Peterhoff," 1551, London to Matamoras, on goods, £150 at 5 per cent	7	10	0
Policy stamp		9	0
	£7	19	0

Case No. 13 [B] A, 13; Lloyd's.

246 112.

155 Fenchurch Street, *London*, 6 *Jan'y*, 1863.

Messrs. Wilson & Armstrong to Grant, Brodie & Co.:

For insurance per "Peterhoff" (S.) London a Matamoras, on goods, £1,200 at 5 per cent	60	0	0
Policy stamp	2	14	0
	£62	14	0

Lloyd's.

113.

St. Paul's Buildings, 1 Sermon Lane, *St. Paul's Churchyard, London*, 14 *Jan'ry*, 1863.

Mr. Robert Bowden bought of Thomas Edgeley & Co.:

4 sample cards, 3*s*		12	0
Trunk		15	0
	£1	7	0

247 114.

69 Aldermanbury, *London, E. C.*, 17 *Jan.*, 1863.

To Wilson & Armstrong, Scotch woollen manufacturers; works, Weensland Mills, Hawick:

To insurance on £1,200 at 105*s.*, W [B] A 1-12 & 14-19	63	0	0
To insurance on £150 at 105*s.*, [B] A B	7	17	6
	£70	17	6

WILSON & ARMSTRONG.

115.

10 Foster Lane, *London, E. C., January 1st*, 1863.

Invoice of six cases shipped by the "Peterhoff" to Matamoras by B. Jowett, manufacturer, consigned to Mr. Robert Bowden:

[B J 1] 56 scarlet buntings, 21*s.* 6*d*	60	4	0
Box and tin	1	5	0
[B J 2] 46 scarlet buntings 21*s.* 6*d*	60	4	0
Box and tin	1	5	0
[B J 3] 56 white buntings, 21*s.* 6*d*	60	4	0
Box and tin	1	5	0

[B J 4] 56 white buntings, 21*s.* 6*d*.....	60	4	0
Box and tin.....	1	5	0
[B J 5] 51 blue buntings, 5 white buntings, 21*s* 5*d*.....	60	4	0
Box and tin.....	1	5	0
[B J 6] 16 scarlet buntings, 11 white buntings, 21*s.* 6*d*....	29	0	6
Box and tin.....		15	0
	£337	0	6

(Triplicate.)

248 116.

10 Foster Lane, *London, E. C., January 1st*, 1863.

Bought of B. Jowett, manufacturer :

[B J. 1] 56 scarlet buntings, 21*s.* 6*d*.....	60	4	0
Box and tin.....	1	5	0
[B J 2] 56 scarlet buntings, 21*s.* 6*d*.....	60	4	0
Box and tin.....	1	5	0
[B J 3] 56 white buntings, 21*s.* 6*d*.....	60	4	0
Box and tin.....	1	5	0
[B J 4] 56 white buntings, 21*s.* 6*d*.....	60	4	0
Box and tin.....	1	5	0
[B J 5] 51 blue buntings, 5 white buntings, 21*s.* 6*d*.....	60	4	0
Box and tin.....	1	5	0
[B J 6] 16 scarlet buntings, 11 white buntings, 21*s.* 6*d*....	29	0	6
Box and tin.....		15	0
	£237	0	6

249 116½.

Invoice of 17 packages merchandize shipped by the undersigned per "Peterhoff," (SS.) to Matamoras, consigned to Robert Bowden, esquire, there for sales and returns :

C[G B]G 1-10. 10 bales, each 50 pairs, brown grey blankets, 66 by 84 inches, 10 lbs. per pair, 500 pairs at 12*s.* 6*d*.....	312	10	0	
1 sample pair, 12*s.* 6*d.*; packing in canvas and oil cloth 10 bales, at 19*s.* 3*d*.....	10	5	0	
				322 15 0
11-12. 2 cases, each 100 pairs brown Blucher boots, Nos. 25 7, 25 8, 25 9, 25 10, each case 200 pairs, at 7*s.* 3*d.*	72	10	0	
1 sample pair, 7*s.* 3*d.*; 2 iron-bound cases, 15*s*...	1	2	3	
				73 12 3
13-15. 3 cases, each 100 pairs black Blucher boots, assortment Nos. 6 6, 22 7, 28 8, 26 9, 18 10, each case 300 pairs, 7*s*.....	105	0	0	
1 sample pair, 7*s.*; 3 iron-bound cases. 22*s.* 6*d*..	1	9	6	
				106 9 6
16-17. 2 cases each 100 pairs brown Blucher boots, 200 pairs, 7*s.* 9*d*.....	77	10	0	
1 sample pair, 7*s.* 9*d.*; 2 iron-bound cases, 17*s.*	1	4	9	
				78 14 0
				£581 11 6

Insurance £200 at £3 3s. and duty		6	14	0		
400 at £5 5s. and duty.....		21	16	0		
					28	10 0
Insurance £100 at £5 5s. and duty.....					5	9 0
					£615	10 6

E. E. London, 12th January, 1863.
(Duplicate.)

250 117.

Invoice of 17 packages merchandise shipped by the undersigned per Peterhoff, (SS.) to Matamoras, consigned to Robert Bowden, esq., there for sales and returns :

E[G B]C. 1-10. 10 bales, each 50 pairs, brown grey blankets, 66 by 84 inches, 10 lbs. pr. pair, 500 pairs, 12*s* 6*d*. 312 10 0					
1 sample pair, 12*s*. 6*d*.; packing incanvas and oil-cloth, 10 bales, 19*s*. 3*d*.....		10	5	0	
					322 15 0
11-12 2 cases, each 100 pairs, brown Blucher boots, Nos. 25 7, 25 8, 25 9, 25 10, each case. 200 pairs, 7*s*. 3*d*..		72	10	0	
1 sample pair, 7*s*. 3*d*.; 2 iron-bound cases 15*s*....		1	2	3	
					73 12 3
11-15. 3 cases, each 100 pairs black Blucher boots, assortment, Nos. 6 6, 22 7, 28 8, 26 9, 18 10, each case, 300 pairs, at 7*s*.....		105	0	0	
1 sample pair, 7*s*.; 3 iron-bound cases, 22*s*. 6*d*....		1	9	6	
					106 9 6
16-17. 2 cases, each 100 pairs brown Blucher boots, 200 pairs, 7*s*. 9*d*.....		77	10	0	
1 sample pair, 7*s*. 9*d*.; 2 iron-bound cases, 17*s*....		1	4	9	
					78 14 9
					£581 11 6
Insurance £200 at £3 3s. and duty.....		6	14	0	
500 at £5 5s. and duty.....		27	5	0	
					33 19 0
					£615 10 6

E. E. London, 12th January, 1863.

GRANT, BRODIE & CO.

251 118.

NORTHAMPTON, *Dec.* 22, 1862.

Invoice of 151 cases of goods shipped for Matamoras, per the Peterhoff, by J. Wetherell & Co., expert shoe manufacturers.

[B] W W.					
1. 100 men's Bluchers, 8*s*. 6*d*.....	£42	10	0		
Case.....		9	0		
				£42	19 0

Measurement, 36 by 25 by 21; weight, 2 3 27; tare, 2 0.

21 to 24.	23 cases, the same				987	17 0
25.	100 men's second Bluchers, 7*s*	35	0	0		
	Case		9	0		
					35	9 0
	Measurement, 36 by 25 by 21; weight, 2 2 25.					
26 to 34.	9 cases the same				319	1 0
35.	100 black riveted men's Bluchers, 6*s*. 9*d*	33	15	0		
	Case		9	0		
					34	4 0
	Measurement, 36 by 25 by 21; weight, 2 3 10; tare, 1 26.					
36 to 48.	13 cases the same				444	12 0
	Brought forward				£1,864	2 0
49.	100 high-back, brown, riveted Bluchers, 9*s*	45	0	0		
	Case		9	0		
					45	9 0
	Measurement, 36 by 25 by 21; weight, 3 0 17; tare, 1 26.					
50 to 51.	2 cases the same				90	18 0
252 52.	100 high-backed, brown, riveted Bluchers, 8*s*. 6*d*	42	10	0		
	Case		9	0		
					42	19 0
	Measurement, 36 by 25 by 21; weight, 2 3 10; tare, 1 26.					
53 to 54.	2 cases the same				85	18 0
55.	100 men's Bluchers, 9*s*. 6*d*	47	10	0		
	Case		9	0		
					47	19 0
	Measurement, 36 by 25 by 21; weight, 3 0 18; tare, 2 0.					
56 to 65.	10 cases the same				479	10 0
66.	100 men's Bluchers, 7*s*. 9*d*	38	15	0		
	Case		9	0		
					39	4 0
	Measurement, 36 by 25 by 21; weight, 2 3 27; tare, 2 0.					
67 to 76.	100 cases the same				392	0 0
77.	100 black, studded Bluchers, 7*s*	35	0	0		
	Case		9	0		
					35	9 0
	Measurement, 36 by 25 by 20; weight, 2 3 27; tare, 2 0.					
78 to 83.	6 cases the same				212	14 0
	Brought forward				3,336	2 0
84.	36 men's Russel Wellington's, 15*s*	27	0	0		
	Case		9	0		
					27	9 0
	Measurement, 38 by 21 by 17; weight, 1 2 3; tare, 1 21.					

85 to 91.	7 cases the same			192	3 0
92.	36 men's black Wellington's, 14*s.* 6*d*..	26	2 0		
	Case		9 0		
				26	11 0
	Measurement, 38 by 21 by 17; weight, 1 2 3; tare, 1 21.				
93 to	105. 13 cases the same			345	3 0
253 106.	40 riding boots, 14*s.* 6*d*.....	29	0 0		
	Case		9 0		
				29	9 0
	Measurement, 40 by 22 by 18; weight, 1 3 27; tare, 1 27.				
107 to 115.	9 cases the same			265	1 0
116.	36 riding boots, scudded, 15*s*.....	27	0 0		
	Case		9 0		
				27	9 0
	Measurement, 40 by 22 by 18; weight, 1 3 27; tare, 1 27.				
117 to 130.	14 cases the same			384	6 0
131.	100 men's Bluchers, 7*s.* 9*d*.....	38	15 0		
	Case		9 0		
				39	4 0
	Same as cases 66–76. Measurement, 36 by 25 by 21; weight 2 3 27; tare, 2 0.				
132 to 133.	2 cases the same			78	8 0
	Brought forward			4,751	5 0
134.	36 men's black Wellington boots, (same as cases 92–105,) 14*s.* 6*d*..	26	2 0		
	Case		9 0		
				26	11 0
	Measurement, 38 by 21 by 17; weight, 1 2 3; tare, 1 21.				
135 to 139.	5 cases the same			132	15 0
140.	36 men's russet Wellington boots, (same as cases 84–91,) 15*s*.....	27	0 0		
	Case		9 0		
				27	9 0
	Measurement, 38 by 21 by 17; weight, 1 2 3; tare, 1 21.				
141 to 151.	11 cases the same			301	19 0
	Samples as per margin	6	11 6		
	Case		6 0		
				6	17 6
				£5,246	16 6

254 120.

NORTHAMPTON, *Dec.* 22, 1862.

Bought of J. Wetherell & Co., expert shoe manufacturers:

[J W] R B.

1	1. 40 pegged, calf, elastic heel boots, 9*s*...	18	0 0		
	3 14; 33 by 18 by 13; case.....		7 6		
				18	7 6

1	2. 40 sewn ditto, 10*s*.....	20	0	0	
	Case.....		7	6	
					20 7 6
1	3. 40 patent calf ditto, 9*s*. 6*d*.....	19	0	0	
	Case.....		7	6	
					19 7 6
1	4. 40 kid top, mock-button ditto, 10*s*. 6*d*...	21	0	0	
	Case.....		7	6	
					21 7 6
1	5. 50 pegged, high-back Bluchers, 5*s*. 9*d*..	14	7	6	
	1 0 0; 25 by 17 by 20; case.....		7	6	
					14 15 0
1	6. 72 bradded, split Bluchers, 4*s*.....	14	8	0	
	1 2 7; 24 by 24 by 15; case.....		7	6	
					14 15 6
1	7. 50 high-back, bradded Bluchers, 7*s*. 6*d*..	18	15	0	
	1 2 3; 24 by 20 by 20; case.....		7	6	
					19 2 6
1	8. 50 men's Bluchers, 6*s* 6*d*.....	16	5	0	
	1 2 7; 24 by 20 by 20; case.....		7	6	
					16 12 6
1	9. 60 youth's Bluchers, 1 by 4, 4*s*. 9*d*.....	14	5	0	
	1 0 0; 31 by 17 by 14; case.....		7	6	
					14 12 6
1	10. 60 ditto, 4*s*. 3*d*.....	12	15	0	
	1 0 0; 31 by 17 by 14; case.....		7	6	
					13 2 6
	Brought forward.....				172 10 6
1	11. 100 negro brogans, 4*s*. 9*d*.....	23	15	0	
	Weight, two; 2 1 12; 36 by 25 by 20; case.....		9	0	
					24 4 0
	12. The same.....				24 4 0
1	13. 72 women's riveted, side lace boots, patent vamps, 3*s*. 9*d*.....	13	10	0	
	1 2 26; 33 by 18 by 30; case.....		5	6	
					13 15 6
1	2. 72 ditto, 4*s*.....	14	8	0	
	Case.....		5	6	
					14 13 6
255	1 14. 72 women's riveted, elastic side boots, S. P. R., 4*s*.....	14	8	0	
	2 2 6; 33 by 18 by 45; case.....		5	6	
					14 13 6
1	2. 72 ditto, 4*s*. 9*d*.....	17	2	0	
	Case.....		5	6	
					17 7 6
1	3. 72 ditto, kid top ditto, 6*s*. 6*d*.....	23	8	0	
	Case.....		5	6	
					23 13 6
1	15. 60 women's cordovan boots, 6*s*.....	18	0	0	
	1 2 2; 30 by 18 by 13; case.....		5	6	
					18 5 6

	16. 12, 3 by 5, girls' cordovan boots, 3*s.* 3*d*..	1	19	0		
	30, 6 by 9, ditto, 4*s*.....	6	0	0		
	30, 10 by 13, ditto, 4*s.* 6*d*.....	6	15	0		
	1 2 2; 30 by 17 by 12; case.....		5	0		
					14	19 0
1	17. 48 ladies' cloth, lace, patent sold, welt boots, 5*s.* 6*d*.....	13	4	0		
	1 1 11; 33 by 18 by 26; case.....		5	0		
					13	9 0
1	2. 48 ditto, 6*s*.....	14	8	0		
	Case.....		5	0		
					14	13 0
1	18. 48 ditto, elastic side ditto, 6*s.* 6*d*.....	15	12	0		
	1 1 0; 33 by 18 by 26; case.....		5	0		
					15	17 0
1	2. 48 ditto, 7*s*.....	16	16	0		
	Case.....		5	0		
					17	1 0
	Brought forward				399	6 6
1	19. 60 girls' cloth button boots, 6 by 13, 4*s.* 9*d*.....	14	5	0		
	Weight, 1 0 3; 30 by 17 by 24; case.		5	0		
					14	10 0
1	2. 60 ditto, 4*s*.....	12	0	0		
	Case.....		5	0		
					12	5 0
1	20. 48 ladies' super French cashmere, elastic side boots, S. P. K., 7*s*.....	16	16	0		
	1 0 0; 30 by 17 by 12; case.....		5	0		
					17	1 0
1	2. 48 ditto mil. heel, mock-button, 7*s.* 6*d*..	18	0	0		
	Case.....		5	0		
					18	5 0
1	21. 48 ditto cashmere, elastic side boots, 5*s*.	12	0	0		
	1 0 0; 30 by 17 by 12; case.....		5	0		
					12	5 0
1	2. 48 ditto, 4*s.* 6*d*.....	10	16	0		
	Case.....		5	0		
					11	1 0
256	22. 20 English butts, 2 3 0, 19*d*.....	24	7	8		
	2 3 0; 56 leng., 10 diameter; mats..		2	0		
					24	9 8
	23. 20 foreign bends, 2 1 6, 15*d*.....	16	2	6		
	2 1 6; 40 by 30 by 6; mats.....		2	0		
					16	4 6
	28 samples, as per margin.....	8	7	9		
	Case.....		6	0		
					8	13 9
					£534	1 5

257 EXHIBITS 121, 122, 123.

NOTTINGHAM, *Dec'r* 9, 1852.

Invoice of 29 cases goods shipped by the Peterhoff for Matamoras, consigned to Mr. R. Bowden.

Bo't of B. H. Hine, Mundella & Co.:

[50]	500. No. 30½. 50 doz. women's imitation merino hose, 301-25, 302-25, 8*s*.....	20	12	6
	2.1 by 112.2½; gross, 1 cwt., 1 qr., 22 lb.; case, 106 each, nett.....		11	6
	501. No. 30¾. 75 doz. women's imitation merino hose, 9*s*. 3*d*.....	39	13	9
	2.7 by 2.9 2.5; 2 cwt., 0 qr., 3 lb.; case, 150 lb., net.....		14	3
	502. No. 505-6. 80 women's do., 10*s*. 3*d*.....	41	10	0
	2.7 by 2 ft. by 2 ft.; 2 cwt., 1 qr., 15 lb.; case, 169 lb. nett.....		14	6
	503. No. 307. 30 women's white cotton hose, 3*s*. 6*d*.....	5	5	0
	No. 308. 30 doz. women's white cotton hose, 6*s*....	9	0	0
	No. 309. 30 doz. women's white cotton hose, 7*s*. 6*d*.	11	5	0
	902 ft. 5 by 2 ft. by 2.3; 1 cwt., 3 qr., 26 lb.; case 157 lb. nett.....		12	6
	504. No. 310. 30 doz. women's white cotton hose, 9*s*....	13	10	0
	No. 311. 30 doz. women's white cotton hose, 9*s*. 3*d*.	13	17	6
	No. 312. 30 doz. women's white cotton hose, 12*s*. 6*d*.	12	10	0
	No. 313. 20 doz. women's white cotton hose, 15*s*...	15	0	0
	No. 314. 10 doz. women's white cotton hose, 16*s*. 6*d*.	8	5	0
	2 ft. by 2½ by 2. 4; 2 cwt., 3 qr., 24 lb.; case 240 lbs. nett.....		14	6
	505. No. 315. 25 doz. women's fine white cotton hose; No. 316. 25 doz. women's fine white cotton hose; No. 317. 25 doz. women's fine white cotton hose; 75 doz., 5*s*. 6*d*.....	20	12	6
	No. 318. 20 doz. women's do.; No. 319. 10 doz. women's do.; No. 320. 10 doz. women's do; No. 321. 10 doz. women's do.—50 doz., 8*s*. 9*d*.....	21	17	6
	No. 322. 10 doz. women's do.; No. 323. 10 doz. women's do; No. 324. 10 doz, women's do.—30 doz., 15*s*. 9*d*.....	23	12	6
	2 ft. by 2 ft. 2.4; gross, 2 cwt., 1 qr., 8 lb.; case, 179 lb. nett.....		13	9
	506. No. 434. 64 merino hose, 8½*s*.....	20	1	1
	2.3 1.11 by 1.11; case, 81 lb. nett, 9*s*. 6*d*..		9	6
258	507. No. 435. 30 doz. girls' do, 17½, 8-2, 8½, 9*s*. 6*d*	14	5	0
	No. 436. 13 doz. girls' do., 9*s*. 6*d*.....	6	16	1
	2½ by 1.9 by 1.9; case, 62 lb. nett.....	1	9	0
	508. No. 437. 10 doz. women's white merino hose, 8*s*. 6*d*.	4	5	0
	No. 438. 4 doz. women's white merino hose, 9*s*. 6*d*.	1	18	0
	No. 439. 10 doz. women's white merino hose, 11*s*. 6*d*	5	15	0
	No. 440. 16 doz. women's white merino hose, 15*s*...	12	0	0
	2 ft. by 1 ft. 11 by 12 ft.; case, 82 lb. nett.....		9	0
	509. No. 441. 3 doz. women's white merino hose, 16*s*....	2	8	0
	No. 442. 4 doz. women's white merino hose, 16*s*....	3	4	0
	No. 443. 6 doz. women's white merino hose, 2 0 3, 17*s*.....	5	2	0

	No. 444. 2 doz. women's white merino hose, 17*s*....	1	14	0
	2 doz. women's white merino hose, 2 1 16, 17*s*. 6*d*.....	1	15	0
	No. 445. 3 doz. women's white merino hose, 19*s*....	2	17	0
	No. 446. 4 doz. women's merino finish patent rib hose, 20.....	4	16	0
	No. 447. 20 doz. women's merino finish patent rib hose, 96.....	9	10	0
	2 ft. 5 by 1 ft. 11 by 1 ft.; 1 cwt., 3 qr., 26 lb.; case, 100 lbs. nett.....		11	0
510.	No. 448. 50 doz. women's do., 9*s*. 6*d*.....	23	15	0
	2 ft. 8 by 1 ft. by 1.11; case, 128 lbs. nett.....		13	6
511.	No. 449. 40 doz. women's stripe merino hose, 10*s*. 9*d*.	23	10	0
	2.2 by 1 ft. by 1ft.; case 77 lbs. nett.....		10	0
512.	No. 7,100. 10 doz. women's merino vests; No. 7,101. 27 doz. women's merino vests—27 doz., 19*s*. 6*d*..	26	6	6
	2 ft. by 1 ft. by 2.6; case, 113 lbs. nett.....		12	6
513.	No. 7,102. 28 women's merino vests, 20*s*.....	28	0	0
	2.5 by 1.7 by 2.5; case, 112 lbs. nett.....		12	6
514.	No. 7,103. 15 doz. O. S. women's merino vests; No. 7,104. 5 doz. O. S. women's merino vests; No. 7,105. 5 doz O. S. women's merino vests; No. 7,106. 5 doz. O. S. women's merino vests—30 doz., 23*s*. 6*d*.	35	5	5
	Case.....	14	14	9
259	515. 36 merino vests, 27*s*. 6*d*...	49	10	0
	Case, 141 lbs. nett.....		1	3
516.	168 doz. merino finish fox, 2 cwt., 3 qrs., 45 lbs., 2*s*. 6*d*.....	21	0	0
	Case, 103 lb. nett.....		6	0
517.	182 doz. merino finish fox, 2 cwt., 3 qrs., to 5 cwt., 6 qrs., 2*s*. 6*d*.....	2	15	0
	Case, 112 lbs. nett.....		15	9
518.	35, 5 cases white cotton fox, 2 cwt., 6 qrs., 8 lbs., 2*s*. 2*d*.....	3	13	16
	100, 5 each, misses finish, 2 cwt., 6 qr., 8 lbs., 3*s*....	19	5	0
	30, 15 each, Spanish brown fox; 50, 10 each, Spanish brown fox, 3*s*.....	12	0	0
	Case, 159 lb. nett.....		16	3
519.	175, Spanish worsted stripe, 1*s*. 3*d*.....	37	3	9
	Case.....		16	2
520.	D. 40-in., 8 each, white merino, 4*s*. 9*d*.....	9	12	0
	D. 13-in., 8 each, white merino; 12-in., 8 each, white merino, 5*s*.....	6	15	0
	E. 24-in., 8 each, gray merino; 12-in., 8 each, gray merino; 2-in., 8 each, gray merino; 20-in., 8 each, gray merino, 3*s*. 8*d*.....	4	11	8
	28 to each merino, do., 5*s*.....	7	7	0
	B. 7 to each white worsted fox, 4*s*. 6*d*.....	13	13	0
	B. 60 to each black worsted fox; 12 to each black worsted fox, 6*s*. 16*d*.....	16	4	0
	Case, 179 lbs. nett.....		15	3
521.	A. 40 each, slate worsted; 12 each, slate worsted, 4*s*. 3*d*.....	11	1	0
	14 assorted slate worsted, 4*s*....	2	6	0
	B. 33 slate worsted, 4*s*. 6*d*.....	7	17	0
	30 black routen; 76 black routen; 5 black routen, 8*s*.	18	0	0

260	45 doz. each Spanish brown merino; 12 doz. each Spanish brown merino, 5*s*.....	13	5	6
	50 doz. each Spanish black merino, 5*s*. 9*d*.....	14	7	6
	12 doz. each Clyde worsted, 5*s*.....	3	0	0
	28 doz. each worsted tartan, 2*s*. 10*d*.....	2	7	4
	12 doz. each extra super, 11*s*.....	3	18	0
	Case, 129 lbs. nett.....		17	9
522.	70 doz. super worsted tartan, rib top, 6*s*. 3*d*.....	21	17	6
	21 doz., 7 each, super worsted tartan, rib top; 20 doz. 5 each, super worsted tartan, rib top, 6*s*. 6*d*....	13	1	1
	12 doz., 6 each, worsted tartan, 3*s*. 3*d*.....	11	0	6
	20 doz., 10 each, extra super worsted tartan; 25 doz., 5 each, extra super worsted tartan; 4 doz., 2 each, extra super worsted tartan, 8*s*. 6*d*.....	20	16	6
	63 doz., 9 each, black worsted, 4*s*. 6*d*.....	14	3	6
	14 doz., 20 each, Spanish brown, 4*s*. 6*d*.....	3	3	0
	Case, 226 lbs. nett.....		15	0
523.	No. 615. 68 doz. habits colored pat. toilet glass, 3*s*. 6*d*.....	11	18	0
	No. 616. 35 doz. habits colored pat. toilet glass, 3*s*. 9*d*.....	6	11	3
	No. 617. 54 doz. habits colored pat. toilet glass, 4*s*.	10	1	0
	No. 618. 36 doz. habits white pat. toilet glass, 3*s*. 10*d*.	6	8	0
	2 ft. by 1.2 by 1.10; case, 65 lbs. nett.....		9	9
524.	No. 600. 21 doz. habits fancy col'd cashmere gloves, 4*s*. 6*d*.....	4	14	6
	No. 601. 21 doz. habits fancy col'd cashmere gloves, 6*s*. 3*d*.....	6	11	3
	No. 602. 25 doz. habits fancy col'd cashmere gloves, 6*s*. 6*d*.....	8	2	6
	No. 603. 14 doz. habits fancy col'd cashmere gloves, 7*s*.....	4	18	0
	No. 604. 12 doz. habits fancy col'd cashmere gloves, 7*s*.....	4	4	0
	2.8 by 1.11 by 2.4; case, 104 lbs. nett.....		14	6
	No. 605. 7 habits fancy col'd cashmere gloves, 5*s*. 6*d*.	1	18	6
	No. 606. 8 habits fancy col'd cashmere gloves, 7*s*. 6*d*.	2	16	0
261	No. 607. 9 habits, colored, do., 8*s*.....	3	12	0
	No. 608. 14 habits, fancy colored, 8*s*. 6*d*.....	5	16	0
	No. 609. 6 habits, fancy colored, 8*s*. 6*d*.....	2	11	0
	No. 610. 6 habits, fancy colored, 8*s*.....	2	8	0
	No. 611. 6 habits, fancy colored, 8*s*. 6*d*.....	2	11	0
	No. 612. 6 habits, fancy colored, 6*s*. 6*d*.....	1	19	0
	No. 613. 6 habits, fancy colored, 7*s*.....	2	2	0
	No. 614. 12 habits, fancy colored cashmere, 8*s*. 6*d*.	5	2	0
	No. 614½. 10 habits, white, 4*s*.....	2	0	0
	Case, 68 lbs. nett,.....		11	0
		996	19	9
[50]	500–505, 1 to 12, samples of each article, 23*s*. 6*d*.....		19	8
	No. 506, 1 to 12 girls' merino hose, 6*s*. 6*d*.; No. 507, 1 to 12 each, girls', 20*s*.; No. 508, 1 to 12 each, women's, 29*s*. 6*d*.; No. 509, 1 to 12 each, 49*s*. 6*d*.; No. 510, 1 to 12 each, 9*s*. 6*d*.; No. 511, 1 to 12 each, 11*s*. 9*d*.—120*d*.....		10	0

	No. 512, 1 to 12 merino vests, 19*s* 6*d*.; No. 513, 1 to 12 merino vests, 20*s*.; No. 514, 1 to 12 merino vests, 23*s*. 6*d*.; No. 515, 1 to 12 merino vests, 110*s*.—173...	14	5
	No. 516–17. 2*s*. 6*d*.; No. 518, 8*s*. 10*d*.; No. 519, 4*s*. 3*d*.; No. 520, 29*s*. 9*d*.; No. 521, 48*s*, 8*d*.; No. 522, 35*s*. 6*d*.—1,267.....	10	6
		999	3	6
		999	3	6
	No. 523, 1 to 12 samples each, gloves, No. 615 to 616; No. 524, 1 to 12 gloves, each, No. 600 to 604; No. 525, 1 to 12 gloves, each, No. 601 to 604½—126*d*.....	10	6
262	[50] No. 526. 19 dozen crinolines	43	10	6
	Case.....	1	11	6
	No. 527, 12¼ dozen crinolines	41	16	9
	No. 207–43. 8 dozen crinolines	39	18	6
	Case.....	1	14	0
	No. 528. 13 dozen sleeves.....	19	8	3
	No. 230. 6 dozen Garibaldi jackets	16	4	0
	No. 231. 6 dozen Garibaldi jackets	9	15	0
	No. 232. 3, 1 each, girls', women's, tall women's	7	16	0
	Case.....	1	13	0
		1183	1	6
	Trunk, 8*s*.....		8	0
		£1183	9	6

263 EXHIBITS 124, to 133.

NOTTINGHAM, *Dec'r* 9, 1852.

Invoices of 234 cases of goods shipped per the British steamer Peterhoff, consigned to Mr. R. Bowden.

Bo't of B. H. Hine, Mundella, & Co.:

[B] 1.	No. 400, 100 doz. men's stout brown cotton ½ hose, 4*s*. 6*d*.	22	10	0
	Do. case, 2 feet 7 inch by 2 feet by 2 feet.....		14	0
2.	No. 400, 100 doz. men's do., 4*s*. 6*d*.....	22	10	0
	Do. case.....		14	0
3.	No. 401, 100 doz. men's do., 5*s*. 3*d*.....	26	5	0
	Do. case, 2 feet 9 inch by 2 feet 5 inch by 2 feet 6 inch.		14	0
4.	No. 402, 100 doz. men's do., 5*s*. 6*d*.....	30	5	0
	Do. case, 2 feet 9 inch by 2 feet 3 inch 2 feet 6 inch...		15	6
5.	No. 405, 100 doz. men's do., 6*s*. 3*d*.....	31	5	0
	Do. case, 2 feet 7 inch by 2 feet 1 inch by 2 feet 4 inch..		14	0
6.	No. 405, 100 doz. men's do., 6*s*. 3*d*.....	31	5	0
	Do. case, 2 feet 7 inch by 2 feet 4 inch by 2 feet 4 inch..		14	0
7.	No. 406, 100 doz. men's do., 7*s*.....	35	0	0
	Do. case, 2 feet 7 inch by 2 feet 1 inch by 2 feet 4 inch.		14	6
8.	No. 406, 100 doz. men's do., 7*s*.....	35	0	0
	Do. case, 2 feet 7 inch by 2 feet 1 inch by 2 feet 4 inch..		14	6
9.	No. 406, 100 doz. men's do., 7*s*.....	35	0	0
	Do. case, 2 feet 7 inch by 2 feet 1 inch by 2 feet 4 inch..		14	6
10.	No. 406, 100 doz. men's do., 7*s*.....	35	0	0
	Do. case, 2 feet 7 inch by 2 feet 1 inch by 2 feet 4 inch..		14	6

11.	No. 407, 100 doz. men's grey cotton ½ hose, 4*s*. 10*d*.....	24	3	4
	Do. case, 2 feet 7 inch by 2 feet 1 inch by 2 feet 4 inch..		14	0
12.	No. 407, 100 doz. men's do., 4*s*. 10*d*.....	24	3	4
	Do. case, 2 feet 7 inch by 2 feet 1 inch by 2 feet 4 inch..		14	0
264	13. No. 407, 100 doz. men's grey cotton half hose, 4*s*. 10*d*.	24	3	4
	Do. case, 2 feet 7 inch by 2 feet 1 inch by 2 feet 4 inch..		14	0
14.	No. 407, 100 doz. men's do., 4*s*. 10*d*.....	24	3	4
	Do. case, 2 feet 7 inch by 2 feet 1 inch by 2 feet 4 inch..		14	0
15.	No. 408, 100 doz. men's do., 6*s*.....	30	0	0
	Do. case, 2 feet 9 inch by 2 feet 1 inch by 2 feet 4 inch..		15	0
16.	No. 409, 85 doz. men's do., 7*s*. 6*d*.....	31	17	6
	Do. case, 2 feet 0 by 1 foot 9 inch by 2 feet 3 inch.....		17	0
17.	No. 410½, 56 doz. men's Shetland cotton hose, 7*s*. 6*d*.....	21	0	0
	Do. case, 1 foot 8 inch, by 3 feet 1 inch by 2 feet 3 inch.		14	0
18.	No. 413, 100 doz. men's grey merino finish, 7*s*.....	35	0	0
	Do. case, 3 feet 1 inch by 2 feet 2 inch by 3 feet.....		1	0
19.	No. 414, 100 doz. men's Shetland, do., 10*s*.....	50	0	0
	Do. case, 5 feet 1 inch by 2 feet 1 inch by 2 feet 5 inch.		16	0
20.	No. 414, 100 doz. men's do., 10*s*.....	50	0	0
	Do. case, 3 feet 1 inch by 2 feet 1 inch by 2 feet 3 inch..		16	0
21.	No. 414, 100 doz. men's do., 10*s*.....	50	0	0
	Do. case, 3 feet by 2 feet 1 inch by 2 feet 1 inch.....		16	0
22.	No. 415, 100 doz. men's white do., 6*s*.....	30	0	0
	Do. case, 2 feet by 2 feet 1 inch by 2 feet 6 inch.....		16	6
23.	No. 416-20, 90 doz. grey merino half hose, 7*s*. 6*d*.....	33	15	0
	Do. case, 3 feet 6 inch by 1 foot 10 inch by 2 feet 2 inch..		12	0
24.	No. 421-22, 20 doz. men's do., 9*s*. 3*d*.....	9	5	0
	No. 423, 35 doz. men's do., 31*s*.....	19	5	0
	No. 424, 12 doz. men's knit corded ½ hose, 21*s*.....	12	12	0
	Do. case, 2 feet 9 inch by 2 feet 11 inch by 1 foot 14 inch..		12	9
25.	No. 425-26, 41 doz. men's Spanish brown merino hose, 9*s*.	18	9	0
	Do. case, 2 feet 7 inch by 2 feet 2 inch by 2 feet 1 inch..		13	0
26.	No. 427, 50 doz. men's stout brown cotton hose, 6*s*. 6*d*...	16	5	0
	Do. case, 2 feet 1 inch by 2 feet 2 inch by 2 feet 3 inch..		13	6
27.	No. 427, 50 doz. men's do., 6*s*. 6*d*.....	16	5	0
	Do. case, 2 feet 1 inch by 2 feet 1 inch by 2 feet 5 inch...		13	6
265	[B] 28. Nos. 428–30, 50 doz. men's grey cotton hose, 6*s*. 6*d*.....	16	5	0
	Case 2 ft. by 1 ft. 11 in. by 2 ft. 4 in.....		12	0
29.	Nos. 431–33, 50 doz. men's do., 8*s*. 5*d*.....	21	0	0
	Case 2 ft. by 1 ft. 11 in. by 2 ft. 4 in.....		12	0
30.	No. 700, 25 doz. men's merino finish shirts, 17*s*.....	21	5	0
	Case 2 ft. 9 in. by 2 ft. 2 in. by 2 ft. 4 in.....		15	6
31.	No. 700, 25 doz. men's do., 17*s*.....	21	5	0
	Do. case		15	6
32.	No. 700, 25 doz. men's do., 17*s*.....	21	5	0
	Do. case.....		15	6
33.	No. 700, 25 doz. men's do., 17*s*.....	21	5	0
	Do. case.....		15	6
34.	No. 700, 25 doz. men's do., 17*s*.....	21	5	0
	Do. case		15	6
35.	No. 700, 5 doz. men's do., 17*s*.....	4	5	0
	Nos. 701, 20 doz. do., 19*s*.....	19	0	0
	Case 25, 2 ft. 10 in. by 2 ft. 4 in.....		14	0

36. No. 702, 25 doz. men's do., 18*s*	22	10	0
Case 2 ft. 9 in. by 2 ft. 4 in. by 2 ft. 4 in		16	0
37. No. 702, 25 doz. men's do., 18*s*	22	10	0
Do. case		16	0
38. No. 702, 25 doz. men's do., 18*s*	22	10	0
Do. case		16	0
39. No. 702, 25 doz. men's do., 18*s*	22	10	0
Do. case		16	0
40. No. 703, 25 doz. men's do., 18*s*. 9*d*	23	8	9
Case 2 ft. 6 in. by 2 ft. 3 in. by 2 ft. 10 in		17	9
41. No. 703, 25 doz. men's do., 18*s* 9*d*	23	8	9
Case 2 ft. 6 in. by 2 ft. 7 in. by 2 ft. 10 in		17	9
42. No. 704, 25 doz. men's do., 19*s*. 6*d*	24	7	6
Case 2 ft. 9 in. by 2 ft. 2 in. by 2 ft. 4 in		15	6
43. No. 704, 25 doz. men's do., 19*s*. 6*d*	24	7	6
Case 2 ft. 9 in. by 2 ft. 2 in. by 2 ft. 1 in		15	6
Up	1,207	11	7
266 Bro't up	1,207	11	7
[B] 44. Nos. 716–19, 26 doz. men's merino finish shirts, 27*s*	35	2	0
Case 2 ft. 9 in. by 2 ft. 4 in. by 2 ft. 7 in		16	0
45. 717, 25 doz. men's do., 26*s* 6*d*	33	2	6
Case 2 ft. 10 in. by 2 ft. 4 in. by 2 ft. 5 in		17	0
46. Nos. 720–22, 23 doz. men's do., 29*s*	33	7	0
Case 2 ft. 9 in. by 2 ft. 3 in. by 2 ft. 10 in		17	3
47. Nos. 723–26, 27 doz. men's do., 35*s*	47	5	0
Case 2 ft. 5 in. by 2 ft. 2 in. by 2 ft. 6 in		16	0
48. 726–29, 23 doz. men's do., 44*s*	50	12	0
Case 2 ft. 9 in. by 2 ft. 1 in. by 2 ft. 9 in		17	6
49. Nos. 730–31, 22 doz. men's do., 39*s* 6*d*	43	9	0
Case 3 ft. 0 in. by 2 ft. 1 in. by 2 ft. 7 in		16	9
50. Nos. 732–33, 18 doz. men's do., 20*s* 6*d*	19	7	0
Case 2 ft. 8 in. by 2 ft. 11 in. by 2 ft. 4 in		14	0
51. No. 73, 17 doz. men's do., 25*s*	21	5	0
Case 3 ft. 9 in. by 2 ft. 1 in. by 2 ft. 8 in		15	3
52. No. 734, 17 doz. men's do., 25*s*	21	5	0
Case 2 ft. 9 in. by 2 ft. 1 in. by 2 ft. 8 in		15	3
53. Nos. 735–36, 16 doz. men's do., 30*s*. 6*d*	24	8	0
Case 2 ft. 8 in. by 2 ft. 1 in. by 2 ft. 7 in		15	9
54. Nos. 757–38, 14 doz. men's do., 36*s*	25	4	0
Case 2 ft. 9 in. by 2 ft. 8 in. by 2 ft. 6 in		13	7
55. Nos. 750–51, 23 doz. men's do., 38*s* 6*d*	36	4	6
Case 2 ft. 9 in. by 2 ft. 11 in. by 2 ft. 7 in		15	6
Bro't up	1,607	12	9
[B] 56. Nos. 752–53, 30 doz. men's brown cotton shirts, 37*s*	56	10	0
Case 2 ft. 10 in. by 2 ft. 1 in. by 2 ft. 4 in		18	9
57. No. 753, 25 doz. men's do., 38*s*	47	10	0
Case 2 ft. 10 in. by 2 ft. 1 in, by 2 ft. 7 in		16	9
58. Nos. 754–53, 20 doz. men's do., 39*s*	39	0	0
Case 2 ft. 9 in. by 2 ft. 0 in. by 2 ft. 5 in		15	3
59. No. 756, 21 doz. men's do., 38*s*	39	18	0
Case 2 ft. 9 in. by 2 ft. by 2 ft. 4 in		15	0

267	60. No. 757, 30 dozen men's merino shirts, 22*s*.....	33	0	0
	Case 3 feet 1 inch by 2 feet 2 inches by 2 feet 6 inches.		17	6
	61. No. 758, 22 dozen men's do., 28*s*.....	30	16	0
	Case 2 ft. 10 in. by 2 ft. 3 in. by 2 ft. 3 in.....		16	0
	62. No. 760, 25 dozen men's do., 32*s*.....	40	0	0
	Case 2 ft. 8 in by 2 ft. 4 in. by 2 ft. 9 in.....		18	0
	63. No. 765, 28 dozen men's do., 40*s*.....	56	0	0
	Case 2 ft. 8 in. by 2 ft. 4 in. by 2 ft. 9 in.....		18	0
	64. No. 766, 25 dozen men's do., 42*s*.....	52	10	0
	Case 2 ft. 8 in. by 2 ft. 4 in. by 2 ft. 9 in.....		18	0
	65. No. 766, 25 dozen men's do., 42*s*.....	53	10	0
	Case do.....		18	0
	66. No. 766, 25 dozen men's do., 42*s*.....	52	18	0
	Case do.....		18	0
	67. No. 766, 25 dozen men's do., 42*s*.....	52	10	0
	Case do.....		18	0
	68. No. 767, 20 dozen men's do., 45*s*.....	45	0	0
	Case 2 ft. 8 in. by 2 ft. 2 in. by 2 ft. 7 in.....		16	9
	69. No. 769, 25 dozen men's merino shirts, 46*s*.....	57	10	9
	Case 2 ft. 8 in. by 2 ft. 4 in. by 2 ft. 9 in.....		18	0
	70. No. 769, 25 dozen men's do., 46*s*.....	57	10	0
	Case 2 ft. 8 in. by 2 ft. 4 in. by 2 ft. 7 in.....		18	0
	71. No. 769, 25 dozen men's merino shirts, 46*s*.....	57	10	0
	Case 2 ft. 8 in. by 2 ft. 4 in. by 2 ft. 9 in.....		18	0
	72. No. 769, 49 dozen men's wool scarfs, 7*s*.....	17	3	0
	Case 3 ft. 1 in. by 2 ft. 4 in. by 2 ft. 4 in.....		16	0
	73. No. 769, 56 dozen men's do., 4*s*. 3*d*.....	11	18	0
	Case 2 ft. 11 in. by 2 ft. 2 in. by 2 ft. 4 in.....		16	0
	74. No. 769, 46 dozen men's do., 6*s*.....	13	16	0
	Case 2 ft. 10 in. by 2 ft. 11 in. by 2 ft. 7 in.....		16	0
	75. No. 810, 41 dozen men's do., 6*s*. 3*d*.....	12	16	3
	Case 2 ft. 9 in. by 1 ft. 11 in. by 2 ft. 4 in.....		14	0
	76. No. 810, 32 dozen men's do., 8*s*. 6*d*.....	13	12	0
	Case 3 ft. 1 in. by 2 ft. 10 in. by 3 ft. 6 in.....		16	0
268	77. No. 810, 38 dozen men's do., 8*s*.....	15	4	0
	Case 3 ft. 3 in. by 2 ft. 1 in. by 2 ft. 9 in.....		18	6
	78. No. 815, 28 dozen men's do., 10*s*. 9*d*.....	15	1	0
	Case 2 ft. 3 in. by 1 ft. 9 in. by 3 ft. 9 in.....		17	6
	79. No. 815, 19 dozen men's do., 16*s*.....	15	4	0
	Case 2 ft. 0 in. by 2 ft. 0 in. by 2 ft. 7 in.....		16	9
	80. No. 821, 75 dozen men's woollen neck-ties, 3*s*.....	11	5	0
	Case 2 ft. 3 in. by 2 ft. 2 in. by 2 ft. 6 in.....		14	9
	81. No. 821, 76 dozen men's do., 3*s*.....	11	8	0
	Case 2 ft. 5 in. by 2 ft. 2 in. by 2 ft. 6 in.....		14	9
	82. 18 dozen men's lamb's wool shirts, 32*s*.....	28	16	0
	Case 2 ft. 8 in. by 2 ft. 1 in. by 2 ft. 0 in.....		17	0
	83. 12 dozen men's lamb's wool shirts, 44*s*.....	26	8	0
	Case 2 ft. 8 in. by 2 ft. 2 in. by 2 ft. 4 in.....		11	3
	84. 15 dozen men's white lamb's wool shirts, 51*s*.....	38	5	0
	Case 2 ft. 8 in. by 2 ft. 2 in. by 2 ft. 9 in.....		17	0
	85. 15 dozen men's white lamb's wool pants, 42*s*. 6*d*.....	31	17	6
	Case 2 ft. 9 in. by 2 ft. 9 in. by 2 ft. 8 in.....		15	0
	86. 12 dozen men's blue Franklin frox, 36*s*.....	21	12	0
	Case 2 ft. 9 in. by 2 ft. 4 in. by 2 ft. 4 in.....		16	0
	87. No. 835, 12 dozen men's Shetland rifle worsted shirts, 33*s*.	26	8	0
	Case 2 ft. 4 in. by 2 ft. 1 in. by 2 ft. 9 in	1	0	0

88. No. 835, 13 dozen men's grey lamb's wool shirts, 46*s*.....	29	18	0
Case 2 ft. 8 in. by 2 ft. 4 in. by 2 ft. 9 in.....		17	3
89. No. 835, 13 dozen men's white rib worsted pants, 44*s*....	28	12	0
Case 3 ft. 4 in. by 2 ft. 1 in. by 2 ft. 9 in.....		17	0
90. No. 835, 17 dozen men's Shetland rib worsted pants, 40*s*..	34	0	0
Case 3 ft. 1 in. by 2 ft. 1 in. by 2 ft. 9 in.....	1	0	0
91. No. 300, 85 dozen men's stripe cotton hose, 4*s*. 9*d*.....	20	3	9
Case 2 ft. 9 in. by 2 ft. by 2 ft. 1 in.....		14	9
92. No. 300, 85 dozen men's stripe cotton hose, 4*s*. 9*d*.....	20	3	9
Case 2 ft. 9 in. by 2 ft. 1 in. by 2 ft. 1 in.....		14	9
269 93. Nos. 773–75, 18 dozen men's merino pants, 38*s*. 6*d*.	34	13	0
Case, 2 feet 9 inches by 1 foot 9 inches by 2 feet 8 inches.....		15	0
94. No. 774, 18 dozen men's do., 40*s*.....	36	0	0
Case, 2 feet 8 inches by 1 foot 9 inches by 2 feet 6 inches.....		14	0
95. No. 775, 18 dozen men's do., 40*s*.....	36	0	0
Case, 2 feet 8 inches by 1 foot 9 inches by 2 feet 6 inches.....		14	0
96. Nos. 776–80, 20 dozen men's do., 48*s*.....	48	0	0
Case, 2 feet 9 inches by 2 feet 2 inches by 2 feet 4 inches.....		15	6
97. No. 779, 16 dozen men's do., 48*s*.....	38	8	0
Case, 2 feet 8 inches by 1 foot 9 inches by 2 feet 3 inches.....		13	3
Over.....	3,048	3	7
Bro't up.....	3,048	3	7
[B] 98. Nos. 782–84, 22 dozen men's Shetland merino pants, 54*s*.....	59	8	0
Case, 2 feet 10 inches by 2 feet 2 inches by 2 feet 7 inches.....		16	9
99. Nos. 785–88, 20 dozen Shetland merino pants, 45*s*.....	45	0	0
Case, 2 feet 8 inches by 1 foot 9 inches by 2 foot 9 inches.....		14	6
100. Nos 789–91, 19 dozen men's do., 54*s*.....	51	6	0
Case, 2 feet 9 inches by 2 feet 4 inches by 2 feet 4 inches.....		15	6
101. No. 792, 25 dozen men's merino shirts, 40*s*.....	50	0	0
Case, 3 feet 1 inch by 2 feet 4 inches by 2 feet 4 inches		17	9
102. No. 792, 25 dozen men's do., 40*s*.....	50	0	0
Case, do.....		17	7
103. No. 792, 25 dozen men's do., 40*s*.....	50	0	0
Case, do.....		17	9
104. No. 792, 25 dozen men's do., 40*s*.....	50	0	0
Case, do.....		17	9
105. No. 792, 25 dozen men's do., 40*s*.....	50	0	0
Case, do.....		17	9
110. No. 793, 25 dozen men's do., 23*s*.....	28	15	0
Case, 2 feet 5 inches by 2 feet 1 inch by 2 feet 4 inches		11	6
111. No. 793, 25 dozen men's do., 23*s*.....	28	15	9
Case, 2 feet 5 inches by 2 feet 1 inch by 2 feet 7 inches		11	6
112. No. 794, 25 dozen men's do., 25*s*. 6*d*.....	31	17	6
Case, 2 feet 4 inches by 1 foot 11 inches by 2 feet 1 inch.....		12	3

270	113. No. 794, 25 dozen men's do., 25*s.* 6*d*.....		31	17 6
	Case, 2 feet 4 inches by 1 foot 11 inches by 2 feet 1 inch.....		12	3
	114. No. 794, 25 dozen men's do., 25*s.* 6*d*.....		31	17 6
	Case, 2 feet 4 inches by 1 foot 11 inches by 2 feet 1 inch.....		12	3
	115. No. 794, 25 dozen men's do., 25*s.* 6*d*.....		31	17 6
	Case, 2 feet 4 inches by 1 foot 11 inches by 2 feet 6 inches.....		12	3
	Forw'd.....	3,649	4	10
	Bro't up.....	3,649	4	10
[B]	116. No. 794, 25 dozen men's merino shirts, 25*s.* 6*d*.....		31	17 6
	Case, 2 feet 4 inches by 1 foot 4 inches by 2 feet 1 inch		12	3
	117. No. 794, 31 dozen men's merino shirts, 25*s.* 6*d*.....		39	10 6
	Case, 2 feet 6 inches by 1 foot 4 inches by 2 feet 4 inches.....		13	9
	118. No. 795, 24 dozen men's do., 28*s*.....		33	12 0
	Case, 2 feet 6 inches by 1 foot 9 inches by 2 feet 3 inches.....		12	9
	119. No. 795, 23 dozen men's do., 28*s*.....		32	10 0
	Case, 2 feet 6 inches by 1 foot 9 inches by 2 feet 3 inches.....		12	9
	120. No. 706, 25 dozen men's merino finish shirts, 29*s.* 6*d*....		26	17 6
	Case, 2 feet 9 inches by 2 feet 4 inches by 2 feet 4 inches.....		16	0
	121. No. 706, 25 dozen men's do., 20*s.* 6*d*.....		26	17 6
	Case, 2 feet 8 inches by 2 feet 4 inches by 2 feet 5 inches.....		16	0
	122. No. 707, 20 dozen men's do., 23*s*.....		23	0 0
	Case, 2 feet 7 inches by 2 feet 8 inches by 2 feet 9 inches.....		16	0
	123. No. 708, 20 dozen men's do., 23*s.* 6*d*.....		23	10 0
	Case, 2 feet 8 inches by 2 feet 1 inch by 2 feet 9 inches		13	3
	124. No. 709, 20 dozen men's do., 24*s*.....		24	0 0
	Case, 2 feet 8 inches by 2 feet 1 inch by 2 feet 9 inches.		16	3
	125. No. 710, 22 dozen men's do., 24*s.* 6*d*.....		26	19 0
	Case, 2 feet 9 inches by 2 feet 2 inches by 2 feet 4 inches.....		15	0
	126. No. 710, 20 dozen men's do., 24*s.* 6*d*.....		24	10 0
	Case, 2 feet 8 inches by 2 feet 10 inches by 2 feet 8 inches.....		15	0
	127. No. 705, 20 dozen men's do., 24*s.* 6*d*.....		24	10 0
	Case, 2 feet 1 inch by 1 foot 11 inches by 2 feet 7 inches.....		15	0
	128. No. 705, 20 dozen men's do., 20*s*.....		21	0 0
	Case, 2 feet 8 inches by 1 foot 11 inches by 2 feet 7 inches.....		15	0
271	129. No. 905, 20 dozen men's do., 21*s*.....		21	0 0
	Case, 2 feet 8 inches by 1 foot 10 by 2 feet 7 inches.....		15	0
	Over.....	4,039	18	10

Br't up	4,039	18	10
[B.] 130. No. 715, 25 dozen men's merino finish shirts, 27*s*..	33	15	0
Case, 2 feet 8 inches by 2 feet 6 inches by 2 feet 8 inches		18	3
131. No. 789, 24 dozen men's merino shirts, 32*s*.....	38	3	0
Case, 2 feet 8 inches by 2 feet by 2 feet 1 inch.....		18	0
132. No. 759, 22 dozen men's do., 32*s*.....	35	4	0
Case, 2 feet 9 inches by 2 feet 4 inches by 2 feet 4 inches..		16	3
133. No. 761, 24 dozen men's do., 40*s*. 6*d*.....	48	12	0
Case, 2 feet 8 inches by 2 feet by 3 feet 2 inches.....		18	0
134. No. 761, 20 dozen men's do., 40*s*. 6*d*.....	40	10	0
Case, 2 feet 7 inches by 2 feet 1 inch by 2 feet 10 inches		16	3
135. No. 766. 25 dozen men's do., 42*s*.....	52	10	0
Case, 2 feet 8 inches by 2 feet 4 inches by 2 feet 8 inches		17	9
136. No. 768, 20 dozen men's do., 44*s*.....	44	0	0
Case, 2 feet 7 inches by 2 feet 9 inches by 2 feet 8 inches		15	6
137. No. 769, 25 dozen men's do., 46*s*.....	57	10	0
Case, 2 feet 9 inches by 2 feet 3 inches by 2 feet 9 inches		18	0
138. No. 769, 20 dozen men's do., 46*s*.....	46	0	0
Case, 2 feet 8 inches by 2 feet by 2 feet 4 inches.....		16	0
139. No. 770, 22 dozen men's do., 48*s*.....	52	16	0
Case, 2 feet 10 inches by 2 feet 4 inches by 2 feet 6 inches		17	0
140. No. 770, 22 dozen men's do., 48*s*.....	52	16	0
Case, 3 feet by 2 feet 1 inch by 2 feet 9 inches.....		17	9
141. No. 767, 20 dozen men's do., 45*s*.....	45	0	0
Case, 2 feet 10 inches by 2 feet 2 inches by 2 feet 6 inches		17	0
142. No. 771–772, 26 dozen men's do., 42*s*.....	54	12	0
Case, 3 feet 7 inches by 2 feet 10 inches by 2 feet 9 inches		17	9
143. No. 781, 17 dozen men's merino pants, 54*s*.....	45	18	0
Case, 2 feet 8 inches by 1 foot 8 inches by 2 feet 10 inches		15	0
Over	4,698	8	4
Br't up	4,698	8	4
272 [B.] 144. No. 781, 17 dozen men's merino pants, 54*s*..	45	18	0
Case, 2 feet 8 inches by 1 foot 9 inches by 2 feet 11 inches		15	0
145. No. 796, 20 dozen men's merino shirts, 42*s*.....	42	0	0
Case, 2 feet 8 inches by 1 foot 8 inches by 2 feet 10 inches		15	3
146. No. 711, 25 dozen men's merino shirts, 25*s*.....	31	5	0
Case, 2 foot 8 inches by 2 feet 6 inches by 2 feet 8 inches		18	3
147. No. 715, 25 dozen men's merino finish shirts, 27*s*.....	33	15	0
Case, 2 feet 8 inches by 2 feet 6 inches by 2 feet 8 inches		18	3

148.	No. 739, 25 dozen men's grey merino finish shirts, 24*s*..	33	0 0
	Case, 9 feet 8 inches by 2 feet 6 inches by 2 feet 8 inches		18 3
149.	No. 740–41, 25 dozen men's merino finish pants, 22*s*. 6*d*.	28	2 6
	Case, 2 feet 8 inches by 1 foot 10 inches by 2 feet 5 inches		14 0
150.	No. 744, 25 dozen men's merino finish pants, 25*s*.	31	5 0
	Case, 2 feet 8 inches by 2 feet 2 inches by 2 feet 6 inches		15 9
151.	No. 744, 25 dozen men's do., 25*s*.	31	5 0
	Case, 2 feet 8 inches by 2 feet 2 inches by 2 feet 6 inches		16 9
152.	No. 741, 20 dozen men's do., 25*s*.	23	0 0
	Case, 1 foot 8 inches by 2 feet 7 inches by 7 feet 4 inches		15 0
153.	No. 745–46, 30 dozen men's do., 26*s*. 6*d*.	39	15 0
	Case, 2 feet 4 inches by 3 feet 10 inches by 2 feet 9 inches		18 6
154.	No. 747–48, 21 dozen men's merino finish pants, 39*s*.	40	19 0
	Case, 1 foot 11 inches by 2 feet 8 inches by 2 feet 6 inches		15 6
155.	No. 748, 25 dozen men's do., 40*s*.	20	0 0
	Case, 2 feet 2 inches by 2 feet 8 inches by 2 feet 6 inches		16 7
156.	No. 797, 17 dozen men's white merino shirts, 34*s*.	40	10 0
	Case, 3 feet 1 inch by 2 feet 1 inch by 2 feet 9 inches..		17 9
157.	No. 798, 25 dozen men's do., 35*s*.	43	15 0
	Case, 2 feet 9 inches by 2 feet 2 inches by 2 feet 6 inches		16 9
		5, 221	8 7
	Br't up	5, 221	8 7
[B.]	158. No. 798, 25 dozen men's white merino shirts, 35*s*.	43	15 0
	Case, 2 feet 9 inches by 2 feet 9 inches by 2 feet 6 inches		16 9
159.	No. 798, 25 dozen men's do., 35*s*	43	15 0
	Case, do		16 9
273	160. No. 798, 25 dozen men's do. do., 35*s*.	43	15 0
	Case, do., 210 lbs. nett		16 9
161.	No. 798, 25 dozen men's do., do., 35*s*.	43	15 0
	Case, do., 210 lbs. nett		16 9
162.	No. 799, 17 dozen men's white merino finish shirts, 24*s*. 6*d*.	20	16 6
	Case, do., 2 feet 7 inches by 1 foot 10 inches by 2 feet 14 inches, 122 lb. nett		13 6
163.	No. 7,000, 15 dozen men's do., do., 25*s*. 6*d*.	18	15 0
	Case, do., 125 lb. nett		13 0
164.	No. 7001/2, 15 dozen men's do., 27*s*. 6*d*.	20	12 6
	Case, do., 131 lb. nett		13 9
165.	No. 7,003, 20 dozen men's do., do., 36*s*.	36	0 0
	Case, do., 168 lb. nett		16 0
166.	No. 769, 17 dozen men's merino shirts, 46*s*.	39	2 0
	Case, do., 2 feet 8 inches by 1 foot 1 inch by 2 feet 6 inches, 139 lb. nett		13 3
167.	No. 7,004–5, 25 dozen men's merino finish pants, 24*s*. 6*d*.	30	12 6
	Case, 2 feet 9 inches by 1 foot 11 inches by 2 feet 6 inches, 157 lb. nett		15 6

168. No. 746, 18 dozen men's merins finish knit pants, 26*s*...	23	8	0
Case, do., 2 feet 5 inches by 1 foot 9 inches by 2 feet 4 inches, 126 lb., nett		13	3
169. No. 7,006, 16 dozen men's do., do., 40*s*	32	0	0
Case, 2 feet 9 inches by 2 feet by 2 feet, 134 lb. nett		13	0
170. No. 739, 25 dozen men's grey merino finish shirts, 24*s*..	30	0	0
Case, 3 feet 1 inch by 2 feet 1 inch by 2 feet 9 inches, 179 lb. nett		18	3
171. No. 450, 90 dozen men's white merino finish ½ hose, 6*s*.	27	0	0
Case, 3 feet by 1 foot 11 inches by 2 feet 6 inches, 163 lb. nett		16	9
Forward	5,685	8	4
Brought up	5,685	8	4
[B.] 172. No. 451, 80 dozen men's white merino finish ½ hose, 7*s*	28	0	0
Case, do., 3 feet 3 inches by 2 feet 2 inches by 2 feet 2 inches, 176 lb. nett		18	3
173. No. 451, 80 dozen men's do., do., 7*s*	28	0	0
Case, do., 176 lb. nett		18	3
174. No. 451, 80 dozen men's do., do., 7*s*	28	0	0
Case, do., 176 lb. nett		18	3
175. No. 452, 80 dozen men's do., do., 7*s*. 9*d*	31	0	0
Case, do., 3 feet 3 inches by 2 feet 2 inches by 2 feet 7 inches, 195 lb., nett		19	6
272 176. No. 453, 80 dozen men's do., do., 8*s*	32	0	0
Case, do., 210 lb. nett	1	0	9
177. No. 453, 80 dozen men's do., do., 8*s*			
Case, do., 210 lb., nett	1	0	9
	£5,870	4	1
Samples.			
Cases	1	3	11
Cases	1	9	1
Cases	1	2	9
Cases, cravats	1	3	4
Cases, L. wool	1	12	7
	5,872	17	9
Brought over	5,872	17	9
Cases, L. wool	1	14	7
Cases	1	5	0
Cases, shirts	1	0	1
Cases	1	7	7
275 Cases	1	0	1
Cases	1	2	8
Cases		14	9
Cases	1	7	3
Cases		15	2
Cases		10	1
Cases		3	4
	5,881	18	4

(Manuscript following to page 281 illegible.—PRINTER.)

281 134.

NOTTINGHAM, 186–.

Bo't of B. H. Hine, Mundella & Co.:

Bro't forward	8,464	6	0
2 trunks and canvas containing samples, 8*s*		16	0
	8,465	2	0

282 135.

NOTTINGHAM, *Dec'r*, 1862.

Sample invoice of 173 cases shipped per the Peterhoff, consigned to Mr. R. Bowden, by B. H. Hine, Mundella & Co.

Samples of cases [B]	11	1	4
Samples [B]	1	10	8
	12	12	0

283 136.

LONDON, *Jan'y* 10, 1863.

Messrs. J. Wetherell & Co. Dr. to freight per Peterhoff, Capt. Jarman, to the Rio Grande, for Matamoras:

[J. W.] R. B. 1 to 21, 21 cases; 22 to 23, 2 packages—167 feet, at £8 pr. 40 ft	33	11	8
Dock dues		6	0
Stamp customs		1	6
B. L. and making out		5	0
Customs clearance, 23 p'kgs, at 1*s*	1	3	0
Consul's certificate	1	17	0
	37	4	2
10 per cent. primage	3	7	2
	40	11	4

From James J. Bennet & Wake, 77 Cornhill, London.
E. & O. E.

284 137.

No. 141. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres:

Certifico haber recibido la factura de los S'ores Wilson y Armstrong que contiene veinte bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff, Capitan S. Jarman, consignados al S'or Robert Bowden de Matamoras.

Y para que conste doy la presente firmda por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

285 138.

No. 137. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres:

Certificio haber recibido la factura de los S'ores J. Wetherall y C'ia que contiene veintitres bultos de mercancias con la marca al margen a bordo del buque d evapor Peterhoff su Capitan S. Jarman, consignados al S'or Robert Bowden de Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

286 139.

No. 138. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres:

Certifico haber recibido la factura de los S'ores J. Wetherall y C'ia que contiene ciento cincuenta y uno bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff su Capitan S. Jarman, consignados al sor Robert Bowden de Matamoras.

Y para que conste doy la presente formada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

287 140.

No. 156. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres:

Certifico haber recibido la factura de los S'ores R. Sinclair y C'ia que contiene veintiocho bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff, Capitan S. Jarman, consignados al S'or R. Bowden de Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

288 141.

No. 140 CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres:

Certifico haber recibido la factura del S'or Benjamine Jowett, que contiene seis cajas de mercancias con la marca al margen a bordo del buque de vapor Peterhoff su Capitan S. Jarman, consignados al S'or Robert Bowden de Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

289 142.

No. 152. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres:

Certifico haber recibido la factura de los S'ores Hine, Mundella y C'ia que contiene treinta bultos de mercancias con la marca al margen a bordo del buque de vapor "Peterhoff," su Capitan S. Jarman, consignados, al S'or Robert Bowden de Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

290 143.

No. 131. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres:

Certifico haber recibido la factura de los S'ores Hine, Mundella y C'ia que contiene doscientos treinta y cuatro cajas y dos baules de mercancias con la marca al margen a bordo del buque de vapor "Peterhoff," Capitan Jarman, consignados al S'or Robert Bowden de Matamoras.

Y para que consta doy la presente firmada por mi en Londres a 14 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

291 144.

No. 139. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres:

Certifico haber recibido la factura de los S'ores Grant, Brodie y C'ia que contiene diez y siete bultos de mercancias con la marca al margen a bordo del buque de vapor "Peterhoff," su Capitan S. Jarman, consignados al S'or Robert Bowden de Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

292 145.

No. 128. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres:

Certifico haber recibido la factura de los S'ores D'n Thomas Edgley y C'ia que contiene tres bultos de mercancias con la marca al margen a bordo del buque de vapor "Peterhoff," Capitan Jarman, consignados al S'or D'n Robert Bowden de Matamoras.

Y para que conste doy la presente firmado por mi en Londres a 14 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

293 146.

No. 125. CONSULADO DE MEXICO EN LONDRES.

James L. Hart, vice consul de la republica Mexicana en Londres:

Certifico haber recibido la factura de los S'ores D'n Thomas Edgley y C'ia que contiene veintidos bultos de mercancias con la marca al margen a bordo del buque de vapor "Peterhoff," Capitan Jarman, consignados al S'or D'n Robert Bowden de Matamoras.

Y para que conste doy la presente firmado por mi en Londres a 14 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

294 147.

1 ST. PAUL'S BUILDINGS,
London, 31*st December*, 1862.

Invoice of 22 packages, shipped for Matamoras, per the British steamer "Peterhoff," consigned to Mr. Robert Bowden, by Thomas Edgeley & Co.:

[E. T.] 1. One bale cont'g—

32,813, 53¾ yards satana; 32,825, 52½; 32,643, 52¾; 32,785,

26¾; 32,786, 26¾; 32,647, 52¾; 32,817, 54; 32,818, 53½; 32,637, 53; 32,879, 52¾—478 yards	93	12	2
Packing oil-cloth, &c.	1	0	0
	94	12	2
2. One bale cont'g—			
82,192, 60 Elysian Reb.; 80,926, 58½; 79,686, 51½; 81,633, 61; 82,195, 60; 81,638, 59; 81,636, 60¾; 81,641, 60; 82,193,			
295 60¾; 81,197, 59½—591	201	18	6
2 ft. 8; net 3 3 14; packing oil-cloth, &c.	1	1	6
3. One bale cont'g—			
987, 24; 986, 41½, 65½ blue military serge	15	11	1
7,121, 31½, all wool, plain blue military cloth; 7,540, 30½; 7,541, 35; 7,120, 29; 7,542, 34¾—160¾	54	5	0
10,700, 43¾ diagonal, all wool; 10,695, 41¾ diagonal, all wool; 10,696, 37¾ diagonal, all wool; 10,694, 40¾, diagonal, all wool;			
10,699, 29½ diagonal, all wool; 10,693, 39—232½	90	1	10
Packing oil-cloth	1	0	0
6. One bale cont'g—			
12,177, 27¾ Saxony, all wool, sattana; 12,592, 27¾; 12,122, 29½ 12,189, 29½; 12,016, 28¾; 12,245, 28⅝; 12,194, 28¾;			
296 12,239, 28; 12,091, 29⅜; 12,113, 29½; 12,393, 29¼; 12,065, 28¾—345⅝	168	0	0
Packing oil-cloth, &c.		15	0
4. One bale containing—			
106, 44 French satanna; 109, 43¾; 108, 43½; 107, 43½; 111, 42½; 112, 44; 113, 43¾; 110, 43¼; 119, 44; 118, 39½; 117, 44½; 114, 44; 116, 44; 115, 44½; 120, 44½; 121, 44¼; 124, 43½; 123, 44½;			
126, 43¾; 125, 44—873	338	5	9
Packing oil-cloth, &c.	1	1	6
297 5. One bale cont'g—			
983, 31¾; 982, 40; 860, 41¾—113½	37	16	8
1,002, 25 blue Palmerston	8	10	10
9,853, 56¾ blue beaver	16	6	4
Packing oil-cloth, &c.		10	0
7. One case cont'g—			
135, 16 tweed, Chesterfield	13	12	0
137, 35 Melton,	30	12	6
131, 19 diagonal jackets	15	18	0
Tin and wood case	1	0	0
8. One case cont'g—			
130, 19 light, all wool, suits	32	1	23
132, 65 dark, all wool, suits	95	1	3
134, 10, 10 pairs drill trousers	3	9	2
Tin and wood case	1	0	0
9. One case cont'g—			
133, 83 shepherd suits	77	16	3
139, 21 shepherd trousers	7	1	9
Tin and wood case	1	0	0
Carr'd for'd	1,308	18	7
298 10. One case containing—			
328, 45 dark drill suits, 16s. 10*d.*	37	17	6

Tin and wood case, 3 feet 8 inches by 2 feet 1 inch by 1 foot 8 inches..		17	6
11. One case cont'g—			
92 diagonal jackets, 9*s.* 8*d*.....	44	9	4
Tin and wood case, 3 feet 1 inch by 2 feet 1 inch by 1 foot 10 inches.....		17	6
12. One case cont'g—			
36 doz. white gloves, 18*s.* 9*d*.....	33	15	0
24 doz. col'd gloves, 18*s.* 9*d*.....	22	10	0
Tin and wood case, 3 feet 9 inches by 1 foot 8 inches by 1 foot 8 inches.....		12	6
13. One bale cont'g—			
819, 57 grey mixture cloth; 5,699, 38½; 5,285, 36—131½.....	31	15	7
Packing, oil-cloth.....		15	0
14. One bale cont'g—			
88,481, 29¼.....	5	14	6
88,687, 43 diagonal.....	16	13	3
85,174, 18½, diagonal.....	7	3	4
84,576, 18 all wool grey mixed cloth.....	7	17	6
32,129, 17¼.....	7	10	11
Packing, oil-cloth, &c.....		12	6
Over.....	1,528	0	6
299 15. One bale containing—			
85,502, 45¼ woolen overcoating.....	11	2	6
3,108, 37¾; 47,861, 38—75¾.....	21	15	6
12,375, 29½; 37,034, 29½—59.....	19	18	3
13,725, 38¼; 13,747, 34¼; 13,745, 25—97½.....	37	15	7
Packing, oil-cloth, &c.....	1	2	6
16. One bale cont'g—			
22–1,139, 9⅜ exhibition cloth; 38–5,419, 12¾; 22–1,141, 9⅝; 38–5,585, 12⅞; 7–24, 7½; 34–761, 7⅜; 22–1,135, 10⅛; 7–27, 7½; 7–21, 9½; 22–1,152, 10½; 22–1,168, 9⅞; 10–580, 13⅛; 2–23, 7; 1–34,136, 8⅜; 10–534, 10¾; 2–24, 7; 74,332, 8½; 313,			
300 7; 2–25, 8½; 2–2, 7; 2–1, 7; 34–759, 7; 2–19 T, 7⅛; 2–19, 7; 2–8, 7; 10–581, 10¾; 2–13, 7; 2–21, 8⅜; 2–19 B, 7 ⅛; 33–6,573, 11 ; 7–62, 7⅝; 34–762, 7 ; 34–758, 9 ; 2–22, 7; 2–4, 7; 34–122½, 7; 7–70, 7¼; 5–7,003 2¾; 7–22, 7⅝; 7–96, 12¾; 34–122, 7⅜; 22–1,085, 9½; 36–366,1758½; 74,232, 8½; 73,682, 8⅝; 73,726, 8½; 293,602, 8–394⅞.....	153	1	2
Packing, oil cloth, &c.....	1	7	6
Over.....	1,774	2	6
301 One bale cont'g—			
34–530, 7 exhibition cloth; 22–1,142, 10⅜; 22–1,153, 10; 7–25, 7½ 22–1,106 10⅝; 1–34,112, 8⅝; 1–34,069, 8½; 22–1,094, 9⅝; 22–1,107, 10¼; 22–1,102, 9⅝; 1,197, 10¼; 1,125, 10⅜; 1,095, 10; 1,096, 10½; 1,115, 10⅜; 1,099, 11; 1,098, 10¼; 1,073, 10; 38–5,499, 6; 2–12, 7; 2–10, 6⅝; 19–74,299, 8½; 742,992 8⅝; 22–1,226, 8¼; 19–74,212, 6⅛; 74,212, 8½; 1,168, 10⅛; 74,212,			
302 8⅝; 7–208, 7⅝; 1,105, 10⅛; 7,169, 7⅝; 171, 7⅝; 7,217, 7⅜; 7–168, 7½; 7–216, 10½; 7–71, 7¼; 7–195, 7⅝; 7–179, 7½; 19–73,769, 8; 71,727, 7½; 73,535, 8; 73,246, 8½; 74,351, 8⅝; 73,828, 8⅜; 73,813, 8½; 74,353, 8½; 71,408, 7½—409, 7*s.* 9*d*	158	9	9

Packing oil-cloth, &c		1	7 6
18. One bale con'g exhibition cloth—			
521–108, 7¼; 441, 8; 401, 7¼; 638, 7¾; 442, 7⅞; 189, 8; 211, 7⅛; 479, 7¾; 2,069, 9¾; 6,022, 11; 5,261, 10⅝; 56,039, 11; 30,742, 8⅜; 30,784, 8⅜—120¼, 8*s.* 9*d*		52	12 1
	1,933	19	9
303 30,747, 8⅜		52	12 1
18,881, 8⅜; 30,718, 8⅜; 30,787, 8⅜; 51,696, 8½—42, 12*s.* 6*d.*		26	5 0
Packing, oil-cloth, &c		1	3 6
20. One bale cont'g drab mixed cloth—			
1,124, 28; 1,116, 33; 1,118, 31½; 1,117, 40¾; 1,123, 34⅜; 1,119, 32—200, 4*s.* 10*d*		44	6 8
2,262, 28½; 2,263, 28½; 2,261, 33; 2,264, 29½—119½, 4*s.* 11*d.*		29	7 6
Packing, oil-cloth, &c		0	17 6
21. One bale cont'g brown sattana—			
1,216, 53½; 1,217, 52½; 1,218, 53; 1,481, 53½; 1,480, 54⅜, black—267¼, 4*s.* 9*d*		63	9 5
Carr'd forw'd	2,088	12	0
304 987, 37½; 988, 38; 990, 40¼; 992, 33¾; 994, 36½; 995, 30½; 996, 41½; 997, 31¾—289¼, 4*s.* 7*d*		66	5 8
Packing, oil-cloth, &c			19 6
22. One bale cont'g—			
1,302, 43½ mixed Melton; 1,303, 45½; 1,304, 50; 1,305, 45½—1841, 5*s.* 3*d*		48	8 7
1,307, 45⅜; 1,311, 46; 1,312, 47½—139¼, 5*s.* 6*d*		38	5 0
1,657, 48½ Circassian; 1,683, 41; 1,239, 41—130½, 6*s.* 9*d*		44	0 10
Packing, oil-cloth, &c		1	5 0
23. One bale cont'g—			
1,704, 33¾ brown sattana; 1,592, 28¾; 1,594, 29¼; 1,593, 26¾—118½, 7*s.* 9*d*		45	18 4
1,700, 38½ serpentine, 5*s.* 9*d*		11	1 4
1,661, 36 black plain, 6*s.* 9*d*		12	3 0
1,584, 45½, 6*s.* 9*d*		15	7 1
305 1,650, 34 brown, 6*s.* 10*d*		11	12 4
1,292, 27⅜ mixed melton, 6*s.* 6*d*		9	0 4
1,293, 29¾, 6*s.* 6*d*		9	13 4
1,240, 26¾ brown circassian, 6*s.* 9*d*		11	14 1
1,242, 27¼, 9*s.* 9*d*		13	5 8
Packing, oil-cloth		1	2 6
	2,492	4	10
Samples case addressed: Samples, Mr. Bowden:			
7 135, 1 tweed Chesterfield, 17*s*			17 0
137, 1 melton Chesterfield, 17*s.* 3*d*			17 6
131, 2 diagonal jackets, 16*s.* 9*d*		1	13 6
8 130, 1 lt. all wool suit, 33*s.* 9*d*		1	13 9
132, 1 dark wool suit, 29*s.* 3*d*		1	9 3
9 133, 1 shephard's suit, 18*s.* 9*d*			18 9
10 138, 1 suit dark drills, 16*s.* 10*d*			16 10

11 136, 1 diagonal jacket, 9*s.* 8*d*.....		9	8
12 3 pairs woollen cloth gloves, 1-6*s.* 3-4*d*.....		4	8
	£2,501	5	9

E. & O. E. London, 31 Dec'r, 1862

THOMAS EDGLEY & CO.

306 148.

1 St. Paul's Building, *London*, 15*th December*, 1862.

Invoice of 3 packages shipped for Matamoras per the British steamer Peterhoff, consigned to Mr. Robert Bowden by Thomas Edgeley & Co.:

[E T] 25. One case cont'g—

No. 1, 10 French all wool barege dresses.....	8	17	6	
2, 2 " " " "	1	18	0	
3, 5 " " printed cashmere....	6	5	0	
4, 4 " " " "	5	18	0	
5, 4 " " satin stripe.....	6	6	0	
6, 9 plain silk print.....	16	17	6	
7, 7 silk chenille scarfs.....	1	4	6	
8, 3 " "	1	0	3	
9. 1 square.....		6	6	
10, 2 8-4 shawls.....	9	0	0	
11, 6 French stella.....	6	9	0	
12, 6 " "	8	5	0	
13, 1 " "	2	9	6	
14, 4 rich printed squares.....	3	12	0	
15, 2 " "	2	14	0	
16, 8 longs.....	18	0	0	
17, 1 "	2	0	0	
18, 1 imperative.....	3	8	0	
19, 2 rich satin checked dresses.....	4	10	0	
20, 2 " " "	5	10	0	
21, 2 square broche shawls.....	1	17	0	
22, 1 " "	1	4	6	
23, 1 " "	1	4	6	
Over.....	118	16	9	
307 24, 2 square broche shawls.....	2	11	0	
25, 3 longs.....	3	12	0	
No. 26, 2 longs.....	3	3	0	
27, 4 "	8	8	0	
28, 3 "	8	14	0	
29, 1 "	3	18	0	
29½, 3 "	11	8	0	
30, 29 rich printed F'ch square shawls.....	21	15	0	
31, 12 " " " "	15	6	0	
32, 18 challee cashmere longs.....	33	15	0	
Tin and wood case.....	1	7	6	
				232 14 3

26. One case cont'g—

No. 2, 31 rich F'ch emb'd cash'e shawls.....	65	17	6	
3, 9 " " " "	16	17	6	
4, 10 " " " "	17	10	0	
5, 9 " " " "	18	0	0	

No. 0, 13 brown barage		5	13	9		
0, 15 black "		6	11	3		
1, 11 cash'e d' ecopee		15	2	6		
6, 14 French cashmere		20	13	0		
7, 16 " "		25	4	0		
Tin and wood case		1	5	0		
					192	14 6
Carried forward					425	8 9
308 27. One case cont'g—						
14,516, 46 1-8 yards French merino; 14,503, 47 1-8; 14,503, 45 1-8; 14,418, 46 3-8; 14,521, 47 3-8; 14,342, 44½; 13,662, 46 5-8; 27,312, 46 1-8; 14,521, 46; 14,367, 47 3-4; 62,381, 46—509¼ y'ds		74	5	4		
111,108, 44 3-8; 4,002, 18½; 4,003, 16; 10,039, 41½; 8,801, 43 5-8; 10,043, 43 5-8; 9,690, 44 3-4; 9,694, 44 3-4; 9,690½, 43 5-8; 8,166, 43 5-8; 9,695, 44 3-4; 9,693, 43 5-8; 10,043, 43 3-8; 6,834, 43 5-8—559¾ y'ds		97	19	1		
Tin and wood case		1	10	6		
					173	14 11
					£599	3 8

309 149.

69 Aldermanbury, *London*, 29 *Dec.*, 1862.

Invoice of 3 packages of woollen cloths, shipped by Wilson & Armstrong, Scotch woollen manufacturers, on board the Peterhoff.

W. [B.] A. 10.

3,541, 45½, 6*s.* 4*d.*, tweed; 3,541, 46; 5,611, 46½—138	31	1	0		
4,058, 45½	14	4	4		
Double canvas and oil		5	6		
				45	10 10
4,058, 45, 6*s.* 4*d.*, tweed, 45½, 45, 46 1-3, 44 1-3—226½	70	15	7		
Double canvas and oil		7	0		
				71	2 7
4,058, 46½, 44½, 45, 44½, 44½—225, 6*s.* 3*d.*	70	6	3		
Double canvas and oil		7	0		
				70	13 3
				£187	6 8

(Triplicate.)

310 150.

69 Aldermanbury, *London*, 29 *Dec.*, 1862.

Invoice of one package of woolen cloths shipped by Wilson & Armstrong, Scotch woolen manufacturers, on board the "Peterhoff."

[B] A. 13, 3,827, 42½ tweed; 3,827, 10¾; 3,827, 44½; 3,827, 44—141¾				18	17 4

[B] A. 13.	3,870, 41; 3,871, 30½; 3,875, 42; 3,872, 13; 3,873, 20½; 3,874, 16—163			23 14 8
	3,954, 23½; 3,946, 20; 3,947, 36½; 3,949, 34½; 3,950, 34½; 3,951, 24½; 3,952, 20½; 3,955, 46; 3,956, 26—266			49 17 6
	3,940, 29½; 3,941, 23½—53			10 3 2
	Double canvas and oil			6 6
				£102 19 2

Weight: canvas, 0 0 8; goods, 3 0 2; gross, 3 0 10.

311 151.

69 ALDERMANBURY, *London, E. C.*, 29 *Dec.*, 1862.

Invoice of 6 packages of woolen sox shipped by Wilson & Armstrong, Scotch woolen manufacturers, on board the "Peterhoff."

[B] W. A. 14.	1, 26½ doz. S. men's sox, job	11 11 10		
	2, 37 doz. men's blue sox, R. T.	16 13 0		
	3, 1 doz. 3-ply knit blue sox	14 0		
	4, 4 doz. O. S. men's knit blue sox.	3 4 0		
	Case lined tin	18 0		
				33 0 10
	1, 11 doz. S. men's blue sox, R. T.	4 10 9		
	2, 12 doz. men's blue sox, R. T.	6 6 0		
	3, 25 doz. men's blue sox, R. T.	15 0 0		
	4, 30 doz. men's blue sox, R. T.	18 15 0		
	5, 18 doz. men's blue sox, P. T.	8 6 6		
	Case lined tin	1 0 6		
				53 18 9
	Case, 0 3 0; goods, 1 2 7; gross, 2 1 17.			
	5, 10 doz. men's blue sox, P. T.	4 12 6		
	6, 4 doz. men's blue sox, R. T.	1 16 0		
	7, 8 doz. S. men's Shet'd R. T.	3 6 0		
	8, 23 doz. men's blue Shet'd R. T.	10 7 0		
	9, 5 doz. men's blue Shet'd R. T.	2 13 9		
	10, 39 doz. men's blue Shet'd R. T.	24 7 6		
	11, 7 doz. men's blue Shet'd heavy.	3 10 0		
	Case lined tin	1 2 0		
				51 14 9
312	11, 8 doz. men's Shet'd sox, R. T. heavy	4 0 0		
	12, 10 doz. men's Shet'd sox, R. T. heavy	5 5 0		
	13, 13 doz. men's Shet'd sox, R. T. heavy	7 6 3		
	14, 1 doz. men's blue sox, Union.	5 2		
	15, 1 doz. men's blue sox, Union.	6 0		
	16, 1 doz. men's blue sox, Union.	6 8		
	17, 1 doz. men's blue sox, Union.	7 3		
	18, 1 doz. men's blue sox, Union.	8 6		
	19, 1 doz. men's Shet'd sox, Union.	5 2		

[B] W. A. 14. 20, 1 doz. men's Shet'd sox, Union.		6	0		
21, 1 doz. men's Shet'd sox, Union.		7	3		
22, 1 doz. men's Shet'd sox, Union.		7	3		
23, 1 doz. men's Shet'd sox, Union.		8	0		
24, 1 doz. men's Shet'd sox, Union.		8	6		
25, 4 11-12 doz. S. men's Shet'd sox, P. T.	1	18	1		
26, 4 doz. men's Shet'd sox, P. T.	1	15	0		
27, 45 doz. S. men's Shet'd sox, R. J.	21	18	9		
Case lined tin	1	2	0		
				47	0 10
27, 30 doz. S. men's Shet'd sox, R. T.	14	12	6		
28, 66 doz. S. men's Shet'd sox, R. T.	35	9	6		
Case lined tin	1	2	6		
				51	4 6
28, 21 doz. S. men's Shet'd sox, R. J.	11	5	9		
29, 38 doz. men's blue sox, R. J.	18	10	6		
30, 21 doz. men's blue sox, R. J.	11	5	9		
31, 10 doz. men's Shet'd sox, R. J.	5	10	0		
32, 2 doz. men's Shet'd sox, R. J.	1	3	0		
33, 7 doz. men's blue sox, R. J.	3	17	0		
34, 4 doz. men's blue sox, R. J.	2	6	0		
Case lined tin	1	3	0		
				55	1 0
				£292	0 8

Sample pair of sox to each No. taken out of each case.

313 152.

69 Aldermanbury, *London*, 29 *Dec.*, 1862.

Invoice of 10 packages of woolen hosiery shipped by Wilson & Armstrong, Scotch woollen manufacturers, on board the Peterhoff.

W [B] A—1.

1, 2 doz. S. men's S. B. shirts	3	12	0		
2, 2 doz. men's ditto	4	8	0		
3, ½ doz. ditto	1	3	0		
4, ½ doz. O. S. men's ditto	1	4	0		
5, 1 doz. S. men's S. B. Shet'd shirts.	1	16	0		
6, 1 doz. ditto	2	3	0		
7. 3 doz. ditto	7	4	0		
8, 1 doz. ditto	2	9	6		
9, ½ doz. ditto	1	7	0		
10, 2 doz. O. S. men's	4	8	0		
Case lined tin	1	1	0		
				30	15 6
Cases, 0 3 3½; goods, 1 0 24½; gross, 2 0 0.					
1, 1½ doz. S. men's pants C. B.	2	14	0		
2, 1½ doz. ditto W B.	3	9	0		

W [B] A—1.

	3, 2 doz. ditto	4	14	0	
	4, 4 doz. ditto	10	12	0	
	5, 2 doz. ditto	5	8	0	
	6, 2 doz. ditto	5	6	0	
	Case lined tin	1	0	0	
					33 3 0
	Cases, 0 2 24; goods, 1 0 18; gross, 1 3 14.				
	7, 1 doz. men's pants	1	14	0	
	8, 1 doz. ditto	2	4	0	
	9, 3 doz. ditto	7	4	0	
	10, 1 doz. ditto	2	12	0	
	11, 1 doz. O. S. men's pants	2	6	0	
	12, 7½ doz. S. men's Shet'd pants	14	1	3	
	Case lined tin		19	0	
					31 0 3
	Cases, 0 2 21½; goods, 1 1 4½; gross, 1 3 26.				
	Carry forward				94 18 9
314	1, 5 doz. S. men's d'k Shet'd heavy yarn sox	2	10	0	
	2, 4 doz. ditto Shet'd	2	16	0	
	3, 16 doz. ditto	9	16	0	
	4, 3 doz. ditto, blue	1	10	0	
	5, 4 doz. ditto	2	16	0	
	6, 6 doz. ditto	4	1	0	
	7, 7 doz. men's Shet'd	3	17	0	
	8, 2 doz. ditto	1	4	6	
	9 8 doz. ditto	5	4	0	
	10, 5 doz. ditto, blue	2	15	0	
	11, 4 doz. ditto	2	16	0	
	12, 6 doz. ditto	4	10	0	
	13, 9 doz. str. men's 3-ply ribb'd Shet'd sox	6	19	6	
	14, 1 doz. S. men's ditto bro. grey		15	6	
	15, 5 doz. str. men's ditto	4	2	6	
	16, 3 doz. men's ditto	2	11	9	
	Case lined tin	1	2	6	
					58 7 3
	Cases, 0 3 9; goods, 1 3 15; gross, 2 2 24.				
	1, 15 doz. S. men's blue grey sox, R. T.	6	3	9	
	2, 11 doz. ditto	4	19	0	
	3, 33 doz. ditto	16	10	0	
	4, 8 doz. ditto	4	6	0	
	5, 14 doz. ditto	7	17	6	
	6, 36 doz. ditto	21	12	0	
	Case lined tin	1	5	0	
					62 13 3
	Cases, 0 3 21½; goods, 2 0 2½; gross, 2 3 24.				
	7, 6 doz. S. men's Shet'd sox, R. T.	3	0	0	
	8, 16 doz. ditto	8	12	0	
	9, 34 doz. ditto	19	2	6	
	10, 29 doz. ditto	17	8	0	
	11, 28 doz. ditto	17	10	0	

W [B] A—1.

	12, 16 doz. ditto.....	7	0	0	
	Case lined tin.....	1	4	6	
					73 17 0
	Cases, 0 3 18; goods, 2 0 27; gross, 3 0 17.				
	Carry forward.....				289 16 3
315	13, 31 doz. men's Shet'd sox, P. T....	15	2	3	
	14, 8 doz. ditto, R. T.....	4	8	0	
	15, 29 doz. ditto.....	17	0	9	
	16, 37 doz. ditto.....	23	2	6	
	Case lined tin.....	1	6	0	
					60 19 6
	Goods, 2 0 15; cases, 0 2 25; gross, 2 3 26.				
	17, 25 doz. men's Shet'd sox, R. T....	17	3	9	
	18, 24 doz. ditto.....	17	2	0	
	19, 38 doz. ditto.....	28	0	6	
	20, 29 doz. ditto, blue.....	17	0	9	
	Case lined tin.....	1	5	0	
					80 12 0
	Cases, 0 3 14½; goods, 2 0 13½; gross, 3 0 0.				
	21, 12 doz. men's blue sox, R. T.....	7	10	0	
	22, 41 doz. ditto.....	29	4	3	
	23, 30 doz. ditto.....	22	2	6	
	Case lined tin.....	1	2	0	
					59 18 9
	Cases, 0 3 2; goods, 1 2 6; gross, 2 1 8.				
	24, 47 doz. men's blue sox, R. T.....	35	16	9	
	25, 6 doz. S. men's Shet'd, P. T.....	2	0	6	
	26, 6 doz. ditto blue.....	2	3	6	
	27, 9 10-12 doz. ditto rib'd sox.....	4	18	4	
	28, 2 doz. men's ditto.....	1	1	6	
	29, 2 doz. O. S. men's Shet'd ditto.....	1	11	0	
	Case lined tin.....		19	0	
					48 10 7
	Cases, 0 2 22½; goods, 1 1 8½; gross, 2 0 3.				
					£539 17 1

A sample pair of sox and shirt and pants to each No. taken out of each case.

316 153.

80 Wood Street and 2 Silver Street,
London, E. C., 25 *Dec'r*, 1862.

Invoice of twenty-eight cases of woollen shirts, marked and numbered as per margin, shipped for Matamoras per the Peterhoff, by Robert Sinclair & Co., manufactory, Foyle Road, Londonderry.

[W B N] 60, 18 bird's eye woollen shirts.....	29	5	0	
Case and tin.....		18	6	
				30 3 6

Nett weight, 1 1 0; gross, 1 3 27.						
61, 11 bird's eye shirts		21	9	0		
5 bird's eye shirts		10	0	0		
Case and tin			18	6		
					32	7 6
Nett weight, 1 1 0; gross, 1 3 27.						
62, 11 bird's eye shirts		21	9	0		
5 bird's eye shirts		10	0	0		
Case and tin			18	6		
					32	7 6
Nett weight, 1 1 0; gross, 1 3 27.						
63, 11 bird's eye shirts		21	9	0		
5 bird's eye shirts		10	0	0		
Case and tin			18	6		
					32	7 6
Nett weight, 1 1 0; gross weight, 1 3 27.						
317 64, 11 bird's eye shirts		21	9	0		
5 bird's eye shirts		10	0	0		
Case and tin			18	6		
					32	7 6
Nett weight, 1 1 0; gross, 1 3 27.						
65, 13 Crimean woollen shirts		31	7	0		
7 Crimean woollen shirts		17	10	0		
Case and tin			18	6		
					50	5 6
Nett weight, 1 1 0; gross, 1 3 27.						
66, 13 Crimean woollen shirts		31	7	0		
7 Crimean woollen shirts		17	10	0		
Case and tin			18	6		
					50	5 6
Nett weight, 1 1 0; gross, 1 3 27.						
67, 16 Magenta and bl'k printed flannel shirts		45	12	0		
Case and tin			18	6		
					46	10 6
Nett weight, 1 0 25; gross, 1 3 24.						
68, 16 Magenta and bl'k flannel shirts		45	12	0		
Case and tin			18	6		
					46	10 6
Nett weight, 1 0 25; gross, 1 3 24.						
69, 16 Mag'a and bl'k flannel shirts		45	12	0		
Case and tin			18	6		
					46	10 6
Nett weight, 1 0 25; gross weight, 1 3 24.						
70, 14 14 Mag'a and bl'k flannel shirts		52	3	0		
Case and tin			18	6		
					53	1 6
Nett weight, 1 0 3; gross, 1 3 2.						
318 71, 14 Mag'a and bl'k flannel shirts		52	3	0		
Case and tin			18	6		
					53	1 6
Nett weight, 1 0 3; gross, 1 3 2.						
72, 14 Mag'a and bl'k flannel shirts		52	3	0		
Case and tin			18	6		
					53	1 6

	Nett weight, 1 0 3; gross, 1 3 2.					
73,	12 fancy wove shirts		31	16	0	
	6 fancy Angola shirts		16	4	0	
	Case and tin			18	6	
						48 18 6
	Nett weight, 1 1 0; gross, 1 3 27.					
74,	12 fancy wove flannels		31	16	0	
	6 Angola wove flannels		16	4	0	
	Case and tin			18	6	
						48 18 6
	Nett weight, 1 1 0; gross, 1 3 27.					
75,	13 dozen Angola shep'd checks		35	15	0	
	5 dozen Saxony		19	10	0	
	Case and tin			18	6	
						56 3 6
	Nett, 1 1 0; gross, 1 3 27.					
76,	8 dozen all wool f'cy shirts		31	16	0	
	4 dozen woollens		16	4	0	
	Case and tin			19	6	
						48 19 6
	Nett, 1 0 4; gross, 1 3 5.					
77,	12 dozen all wool fc'y, in cartoon		53	14	0	
	Case and tin			19	6	
						54 13 6
	Nett, 1 0 4; gross, 1 3 5.					
319	78, 12 dozen all wool shirts, in cartoon		53	14	0	
	Case and tin			19	6	
						54 13 6
	Nett, 1 0 4; gross, 1 3 5.					
79,	12 dozen Meltons, in cartoons		46	16	0	
	Case and tin			19	6	
						47 15 6
	Nett, 1 0 3; gross, 1 3 8.					
80,	12 dozen Meltons, in cartoons		46	16	0	
	Case and tin			19	6	
						47 15 6
	Nett, 1 0 3; gross, 1 3 8.					
81,	12 dozen Meltons, in cartoons		46	16	0	
	Case and tin			19	6	
						47 15 6
	Nett, 1 0 3; gross, 1 3 8.					
82,	12 dozen Meltons, in cartoons		46	16	0	
	Case and tin			19	6	
						47 15 6
	Nett, 1 0 3; gross, 1 3 8.					
83,	12 dozen Meltons, in cartoons		46	16	0	
	Case and tin			19	6	
						47 15 6
	Nett, 1 0 3; gross, 1 3 8.					
84,	12 dozen M'g'ta and bl'k printed, all wool, in cartoons		45	6	0	
	Case and tin			19	6	
						46 5 6

Nett, 1 0 4; gross, 1 3 7.				
85, 12 dozen Mag'ta and bl'k all wool, in cart's....	45	6	0	
Case and tin.....		19	6	
				46 5 6
Nett, 1 0 2; gross, 1 3 7.				
320 86, 12 dozen M'g'ta and bl'k, all [wool, in cartoons.....	45	6	0	
Case and tin.....		19	6	
				46 5 6
Nett, 1 0 2; gross, 1 3 7.				
87, 12 dozen M'g'ta and bl'k, in cartoons.....	45	6	0	
Case and tin.....		19	6	
				46 5 6
Nett, 1 0 2; gross, 1 3 7.				
				£1,295 7 0

321 154.

NOTTINGHAM, *Dec'r* 12, 1862.

Invoices of 89 cases of goods shipped for Matamoras per the Peterhoff, by B. H. Hine, Mundella & Co.

[50] 500, 30½, 50 dozen women's imitation merino hose.....	20	12 6
Case.....		11 16
2 f. 1 by 1 f. 11 by 2 f. 2; gross, 1 cwt. 1 qr. 22 lb.; 106 lbs. nett.		
501, 30¾, 75 dozen women's do.....	34	13 9
Case.....		14 3
2 f. 7 by 2 f. 1 by 2 f. 5; gross, 2 cwt. 3 lb.; 150 lbs. nett.		
502, 30 5-6, 80 dozen women's do	41	0 0
Case.....		14 6
2 f. 7 by 2 f. 0 by 2 f. 6; gross, 2 cwt. 15 lb.; 169 lbs. nett.		
503, 307, 30 dozen women's white cotton hose	5	5 0
380, 30 dozen " " "	9	0 0
309, 30 dozen " " "	11	5 0
Case.....		12 6
2 f. 3 by 2 f. 0 by 2 f. 3; gross, 1 cwt. 3 qr. 26 lb.; 157 lbs. nett.		
504, 310, 30 dozen women's white cotton hose.....	13	10 0
311, 30 dozen " " "	13	17 6
312, 20 dozen " " "	12	10 0
313, 20 dozen " " "	15	0 0
314, 10 dozen " " "	8	5 0
Case.....		14 6
2 f. 6 by 2 f. by 2 f. 4; gross, 2 cwt. 3 qrs. 14 lb.; 240 lbs. nett.		
505, 315, 25 dozen women's fine white cotton hose; 316, 25 dozen women's fine white cotton hose; 317, 25 dozen women's fine white cotton hose	20	12 6
318, 20 dozen women's do.; 319, 10 dozen do.; 320, 10 dozen do.; 321, 10 dozen do.....	21	17 6
322, 10 dozen women's do.; 323, 10 dozen do.; 324, 10 dozen do.....	23	12 6
Case.....		13 9

322 2 ft. 6 by 2 ft. by 2 f. 4; gross, 2 cwt. 1 qr. 8 lb.; 179 lbs. nett.

506, 434, 64 dozen girls' white merino hose..... 20 16 0
Case..... 9 6
2 f. 3 by 1 f. 10 by 1 f. 11; gross, 1 cwt. 0 qr. 21 lb.; 81 lbs. nett.

507, 435, 30 dozen girls' white merino hose..... 14 5 0
436, 13 dozen " " " 6 16 6
Case..... 9 0
2 f. 2 by 1 f. 9 by 1 f. 8; gross, 1 cwt. 0 qr. 4 lb.; 69 lbs. nett.

508, 437, 10 dozen women's white merino hose..... 4 5 0
438, 4 dozen " " " 1 18 0
439, 10 dozen " " " 5 15 0
440, 16 dozen " " " ass'd sizes. 12 0 0
Case..... 9 9
2 f. 0 by 1 f. 11 by 1 f. 2; gross, 1 cwt. 0 qr. 20 lb.; 82 lbs. nett.

509, 441, 3 dozen S. women's white merino hose..... 2 8 0
442, 4 dozen women's " " 3 4 0
443, 6 dozen " " " 5 2 0
444, 2 dozen S. women's " " 1 14 0
2 dozen women's " " 1 15 0
445, 3 dozen " " " 2 17 0
446, 4 dozen " " " 4 16 0
447, 20 dozen women's merino finish patent rib hose. 9 10 0
Case..... 11 0
2 ft. 5 by 1 f. 11 by 1 f. 9; gross, 1 cwt. 1 qr. 15 lb.; 100 lbs nett.

510, 448, 50 dozen women's white merino finish patent rib hose..... 23 15 0
Case..... 13 6
2 f. 8 by 1 f. 11 by 2 f. 0; gross, 1 cwt. 2 qr. 25 lb.; 128 lbs. nett.

511, 449, 40 dozen women's stripe merino hose..... 23 10 0
Case..... 10 0
2 f. 2 by 1 f. 10 by 1 f. 10; gross, 1 cwt. 0 qr. 18 lb.; 77 lbs. nett.

512, 7,100, 10 dozen women's merino vests; 7,101, 17 dozen women's merino vests—27 doz..... 26 6 6
Case..... 12 6
2 f. 9 by 1 f. 7 by 2 f. 6; gross, 1 cwt. 2 qr. 6 lb.; 113 lbs. nett.

513, 7,102, 28 dozen women's merino vests..... 28 0 0
Case..... 12 6
2 f. 5 by 1 f. 7 by 2 f. 5; gross, 1 cwt. 2 qr. 4 lb.; 112 lbs. nett.

323 514, 7,103, 15 dozen O. S. women's merino vests; 7,104, 5 dozen women's do.; 7,105, 5 dozen S. women's do., high neck, long sleeves; 7,106, 5 dozen O. S. women's..... 35 5 0
Case..... 14 9
2 f. 7 by 1 f. 11 by 2 f. 8; gross, 2 cwt. 0 qr. 1 lb.; 149 lb. nett.

515, 7,107, 6 S dozen S. women's merino vests, low neck; 7,108, 10 dozen women's do.; 7,109, 10 dozen wo-

	men's do., high neck, short sleeves; 7,110, 10 dozen do., long sleeves	49	10	0
	Case		16	3
	2 f. 6 by 2 f. 3 by 2 f. 8; gross, 2 cwt. 1 qr. 26 lb.; 191 lbs. nett.			
[50]	516, A, 168 dozen 24 cases sup. merino finish	21	0	0
	Case		14	6
	2 f. 6 by 1 f. 11 by 2 f. 7; gross, 1 cwt. 2 qr. 12 lb.; 103 lbs. nett.			
	517, A, 182 dozen 26 cases super. merino finish	22	15	0
	Case		15	9
	2 f. 6 by 1 f. 11 by 3 f. 0; gross, 1 cwt. 2 qr. 25 lb.; 112 lbs. nett.			
	518, A, 35 dozen, 5 cases, white cotton six	3	15	10
	105 dozen, in 15 ca., ¾ rib, merino finish six	19	5	0
	30 dozen, in 15 cases, ¾ rib, Spanish brown cotton six; 50 do., in 10 ca., ¾ do. do	12	0	0
	Case		16	3
	2 f. 6 by 2 f. 3 by 2 f. 8; gross, 2 cwt. 0 qr. 20 lb.; 159 lb. nett.			
	519, 175 dozen, 25 cases, ¾, patent worsted strip six	37	3	9
	Case		16	3
	520, D, 40, in 8 ca., white lamb's wool sup	9	10	0
	D, 15, in 5 ca., grey do.; 12, in 3 ca., grey do	6	15	0
	E, 24, in 6 ca., grey do.; 12, in 4 ca., do. do.; 2 do.	11	8	0
	28, in 4 ca., mauve lamb's wool sup	7	0	0
	B, 70, in 10 ca., white worsted	15	15	0
	B, 60, in 15 ca., black do.; 12 in 4 cas	16	4	0
	Case		15	3
	2 f. 8 by 2 f. 1 by 2 f. 6; gross, 2 cwt. 1 qr. 9 lb.; 179 lbs. nett.			
324	521, A, 40 dozen, in 8 cas., slate worsted six; 12 dozen, in 6 cas., do. do.	11	1	0
	14 dozen, in 2 ca., assorted worsted	2	16	0
	B, 35 dozen, in 5 ca., slate do	7	17	6
	45 dozen, in 15 ca., random knit worsted six	18	0	0
	A, 45 dozen, in 9 ca., Spanish brown merino six; A, 12 dozen, in 6 ca., do	13	15	6
	D, 50 dozen, in 10 ca., grey	14	7	6
	12 dozen, in 3 ca., Clyde, worsted sox	3	0	8
	28 dozen, in 5 ca., worsted tartan, welted	5	7	4
	12 dozen, in 3 ca., extra super. do	3	18	0
	Case		17	9
	3 f. by 2 f. by 2 f. 8; gross, 1 cwt. 3 qr. 19 lb.; 129 lbs. nett.			
	522, 70, in 10 ca., super tartan worsted, rib top	21	17	6
	21 dozen, in 7 ca., extra do. do.; 20 dozen, in 5 ca	13	6	6
	42 dozen, in 6 ca., ¾ worsted tartan sox	11	0	6
	20 dozen, in 10 ca., ¾ extra super tartan sox; 25 dozen, in 5 ca., do.; 4 dozen, in 2 ca., do	20	16	6
	63 dozen, in 9 ca., ¾ black worsted sox	14	3	6
	14 dozen, in 2 ca., ¾ Spanish brown	3	3	0
	Case		15	0

[50]	2 f. 9 by 2 f. 4 by 2 f. 4; gross, 2 cwt. 3 qrs. 1 lb.; 226 lbs.			
	523, 615, 68 dozen Habit's colored patent cotton gloves.	11	18	0
	616, 35 dozen do., do	6	11	3
	617, 54 dozen do., do	10	16	0
	618, 36 dozen Habit's white	6	18	0
	Case		9	9
	2 f. 1 by 1 f. 9 by 1 f. 11; gross, 1 cwt. 0 qr. 2 lbs.; 65 lbs.			
	524, 600, 21 dozen Habit's fancy colored cashmere gloves.	4	14	6
	601, 21 dozen	6	11	3
	602, 25 dozen Habit's fancy mixed	8	2	6
	603, 14 dozen Habit's fancy colored	4	18	0
	604, 21 dozen do., do	4	4	0
	Case		14	6
	2 f. 8 by 1 f. 11 by 2 f. 4; gross, 1 cwt., 2 qr., 1 lb.; 104 lbs.			
325	[50.] 525, 605, 7 dozen Habit's fancy colored cashmere gloves, (cuff)	1	18	6
	606, 8 dozen do	2	16	0
	607, 9 dozen do	3	12	0
	608, 14 dozen Habit's fancy colored do	5	19	0
	609, 6 dozen do	2	11	0
	610, 6 dozen do	2	8	0
	611, 6 dozen do	2	11	0
	612, 6 dozen Habit's colored do	1	19	0
	613, 6 dozen do	2	2	0
	614, 12 dozen O. S. Habit's colored cashmere	5	2	0
	614½, 10 dozen Habit's white do	2	0	0
	Case, 2 feet 5 inches by 1 foot 10 inches by 1 foot 10 inches; gross, 1 cwt. 0 qr. 4 lb.; 68 lbs. nett		11	0
		£996	8	11
	Samples of—			
[50]	500—505, 1-12 of each article		19	8
	506, 1-12 of girls' 8½ merino hose; 507, 1-12, girls' 8; 508, 1-12 women's; 509, 1-12 do.; 510, 1-12 do.; 511, 1-12 do		10	0
	512, 1-12 merino vests; 513, 1-12 do.; 514, 1-12 do.; 515, 1-12 do		14	5
	516–17, 1-12 of sox; 518, 1-12 do.; 519, 1.12 of sox; 520, 1-12 do.; 521, 1-12 do.; 522, 1-12 do.		10	6
	523, 1-12 do. gloves; 524, 1-12 do.; 525, 1-12 do		10	6
		£999	14	0
326	To add: Crinolines, Garibaldi's, &c. See pack'g note, 3s.			
[50]	526, 19 dozen crinolines	43	10	6
	Case	1	11	6
	Gross, 3 1 22; nett, 2 2 6.			
	527, 12¼ dozen do	41	16	9
	9 dozen do	39	18	6
	Case	1	14	0
	Gross, 3 2 11; nett, 2 1 11.			

[50]	528, 13 dozen sleeves	19	8	3
	230, 6 dozen Garibaldi jackets, 1 each	16	4	0
	231, 6 do	9	15	0
	232, 3 do., 1 each	7	16	0
	Case	1	13	0
		£1,183	1	6
	One trunk and canvass cont'g samples of 26 hos'y		8	0
		£1,183	9	6

327 155.

Shipped, in good order and well conditioned, by G. & W. Almond, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, three hundred and two pk'gs merchandise and one package samples, as per endorsement. Goods to be taken from alongside the ship, at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

C [W A]
T [W A] H.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

1 cask in dispute, if on board to be delivered; 13–14, 2 bales in dispute, if on board to be delivered.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 8th day of Jan'y, 1863.

S. JARMAN.

1–95, 95 casks, 1 in dispute; 96–104, 9 bags nails; 150–2, 3 bales; 153–60, 8 cases; 159½, 1 case; 160½, 1 case; 161–77, 17 cases; [W A]c 200–11, 12 bales; 250–7, 7 cases; 258, 1 trunk; 259, 1 case; 260–1, 2 casks; 262–8, 8 cases; 270, 1 trunk; 271–6, 6 cases; 278–81, 4 cases; C [W A] 368–73, 6 cases; [W A]c 38–117, 80 bales; C [W A] S J 335–6, 2 cases, 337, 1 trunk; [W A] 80–99, 20 coils rope; T [W A] H H 30–3, 4 bales; 34–43; 10 cases; 13–15, 3 bales, 2 in dispute—302.

S. J.

Deliver to the order of George Wellesley Almond.

GEORGE & WILLIAM ALMOND.

Freight, 3,215.1 ft., at £8 p. 40 ft	643	0	4
10 per cent. primage	64	6	0
	707	6	4
Charges, dock dues	12	4	5
Stamp customs		1	6

Bills of lading, making out of ditto.....		5	0
Customs clearance, 302 p'kgs, 1s.....	15	2	0
2½ per cent. commis. on £6,062 11s. 4*d*.....	151	11	4
	£886	10	7

Say, eight hundred and eighty-six pounds ten shillings and seven pence sterling.

328 156.

Shipped, in good order and well conditioned, by G. & W. Almond, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, two hundred and eighty bundles and bars of wrought steel. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

280 b'dls and bars.

Weight and contents unknown; not accountable, leakage, breakage, rust or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed, to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9th day of Jan'y, 1863.

S. JARMAN.

Deliver to the order of George Wellesley Almond.

GEORGE & WILLIAM ALMOND.

Freight, 5 tons 8 0, at £8 p. ton.....	43	4	0
10 per cent. primage.....	4	6	5
	47	10	5
Changes: Stamp customs.....		1	6
Bills of lading; making out ditto.....		5	0
Customs clearance, 280 bdl's, at 3.....	3	10	0
2½ per cent. comm's, 266.....	6	13	6
	58	0	5

Say, fifty-eight pounds and five pence sterling.

329 157.

Shipped, in good order and well conditioned, by James J. Bennett & Wake, on board the steamship called the Peterhoff, whereof S. Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, three bundles of bagging, as per margin. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period, being marked and numbered

57. 9 bundles bagging.

as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight for the said goods to be paid here, with primage and average accustomed.

In witness whereof, the master or purser of the said vessel hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 19th day of Jan'y, 1863.

S. JARMAN.

Deliver to G. W. Almond.

JAMES J. BENNETT & WAKE.

330 158.

Shipped, in good order and well conditioned, by G. W. Almond, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, one hundred and eighty-one p'kgs md'se. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

P (W A) 119–47..29 cases.
W (W A) P, 122-50.39 trunks.
" 277..... 1 bale.
" 282-7.... 6 cases.
" 280–309.22 trunks.
" 310–20..11 trunks.
" 321–23.. 3 bales.
" 324–34..11 cases.
" 338–41.. 4 cases.
" 342–3... 2 trunks.
P (W A) 344–67..24 trunks.
P (W A) J S, 37–46 3 cases.
(W A) P H, 1½...12 bales.
16–29.....14 bales.
181

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 8 day of Jan'y, 1863.

S. JARMAN.

Deliver to the order of George Wellesley Almond.

GEORGE & WILLIAM ALMOND.

Freight, 1,761. 2, at £8 per 40 ft.....	352	4	8
10 per cent. primage.....	35	4	6
	387	9	2
Charges: Dock dues.....	7	18	5
Stamp customs.....		1	6
Bill of lading; making out ditto.....		5	0
Customs clearances, 181 p'kgs, 2.....	9	1	0
2½ per cent. commissions on £5,188 17 9.....	129	14	5
	534	9	6

Say, five hundred and thirty-four pounds nine shillings and six pence sterling.

331 159.

Shipped, in good order and well conditioned, by James J. Bennett & Wake, on board the steamship called the Peterhoff, whereof Jarman is master,

now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, nine bundles bagging, as per margin. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order. Freight for the said goods to be paid here, with primage and average accustomed.

57. 9 bundles bagging.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 17 day of Jan'y, 1863.

S. J.

332 160.

Shipped, in good order and well conditioned, by Reed, Soueh & Co., on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, fifty coils of rope. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per agreement, in British sterling or its equivalent, with primage and average accustomed.

(J) 1-50. 50 coils.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 3d day of Jan'y, 1863.

S. JARMAN.

Deliver to Capt. Jarman.

REED, LEACH & CO.

Freight 4, at £8 p. 40 ft.				94	13	4
10 per cent. primage				9	8	4
				103	11	8
Insurance	12	13	6			
Duty, 9s. 7 per cent.	1	8	9			
Consul's certificate		18	6			
Stamp customs		11	6			
Bills of lading		5	0			
Customs clearance, 50, at 1s.	2	10	0			
2½ per cent. commission on £254 13s. 4d.	6	7	3	24	4	6
				£127	16	2

One hundred and twenty-seven pounds sixteen shillings and two pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

333 161.

Shipped, in good order and well conditioned, by Thomas Edgley & Co., on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, twenty-five packages merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after the period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns, he or they freight and charges for the said goods to be at Matamoras, as per endorsement, in British sterling or its equivalent with primage and average accustomed.

[E T] 1-6 6 bales.
7-13 6 cases.
13-18 6 bales.
20-3 4 bales.
20-7 3 cases.
25

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 8th day of Jan'y, 1863.

S. JARMAN.

Deliver to Mr. Rob't Bowden or to his order.

THOMAS EDGLEY & CO.

Freight 439 f't, at £8 per 40 f't	87	16	0
10 per cent. primage	8	15	7
	96	11	7
Insurance, £1,000, 84*s.* 6*d.* per cent	42	5	0
Duty 9*s.* 7*d.* per cent	4	15	10
Insurance, £2,000, 70*s.* per cent	70	0	0
Duty	10	0	0
Consul's certificate and duplicate	1	17	0
Dock dues	1	12	0
Bills of lading		5	0
Customs clearance, 25, at 1*s*	1	5	0
2½ per cent. com. £3,093 5 6	77	6	7
	£305	18	0

Say, three hundred and five pounds eighteen shillings.

334 162.

Shipped, in good order and well conditioned, by Grant, Brodie & Co. on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf o, Mexico, for Matamoras, seventeen packages merchandise. Goods to be takenf from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar,

C [C B] S 1–10 10 bales.
C [C B] S 11–17 7 cases.
17
=

or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per agreement, in British sterling or its equivalent, with primage and average accustomed.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 8th day of Jan'y, 1863.

S. JARMAN.

Deliver to Mr. Rob't Bowden or to his order.

GRANT, BRODIE & CO.

Freight, 427 f't 4 inches, at £8 per 40 f't	85	9	4
10 per cent. p'm'ge	8	10	11
	94	0	3
Dock dues	1	5	3
Consul's certificate and duplicate	1	17	0
Stamp, customs		1	6
Bills of lading		5	0
Clearance, 17, at 1s		17	0
2½ per cent. comm'n on £567 10	14	3	9
	£112	9	9

Say, one hundred and twelve pounds nine shillings and nine pence.

335 163.

Shipped, in good order and well conditioned, by B. Jowett, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, six cases merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

B. J. 1–6 6 cases.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 8th day of January, 1863.

S. JARMAN.

Deliver to Mr. Rob't Bowden or to his order.

BENJAMIN JOWETT.

Freight, 90 feet 11 inches, at £8 per 40 feet	18	3	8
10 per cent. primage	1	16	4
	20	0	0
Dock dues		4	5
Insurance, £400, at 84*s.* 6*d*	16	18	0
Duty, 9*s.* 7*d*	1	18	4
Consul's certificate		18	6
Custom stamp		1	6
Bills of lading		5	0
Entry, clearance, 1 to 6, 1*s*		6	0
2½ per cent. comm'n on £337	8	8	6
	£49	0	3

Forty nine pounds and three pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

336 164.

Shipped, in good order and well conditioned, by B. H. Hine, Mundella & Co., on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, two hundred and thirty-four cases merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty of ten pounds per day will be incurred after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

B. 1-105, 105 cases.
110-77, 68 cases.
180-240, 61 cases.
234
1 case in dispute; if in board to be delivered.
B. 2 parcels of samples.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 31st day of Dec., 1862.

S. JARMAN.

Deliver to Mr. Rob't Bowden or his order.

B. H. HINE, MUNDELLA & CO.

Freight, 3,608 feet 3 inches, at £8 per 40 feet	721	13	0
10 per cent. p'ge	72	3	4
	793	16	4
Dock dues	12	17	4
Consul's certificate		18	6
Customs stamp		1	6
Bills of lading		5	0
Clearance, 234 p'k'gs	11	14	10
£8,465 2*s.*, 2½ per cent. comm'n	210	12	6
	£1,030	5	2

Say, ten hundred and thirty pounds five shillings and two pence.

337 165.

Shipped, in good order and well conditioned, by B. H. Hine, Mundella & Co., on board the steamship called the Peterhoff, whereof Jarman master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, twenty-nine cases md'se, and one parcel samples. Goods to be taken from alongside the said ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of , (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said to be paid in London, ship lost or not lost, with primage and average accustomed.

[50] 500–528. 29 cases. 1 parcel samples.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 31 day of Dec'r, 1862.

S. JARMAN.

Deliver to Mr. Robert Bowden or to his order.

B. H. HINE, MUNDELLA & CO.

338 166.

Shipped, in good order and well conditioned, by Rob't Sinclair & Co., on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, 28 cases merchandise and one parcel samples. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

W B N 60–87, 28 cases, 1 parcel samples.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bill of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 3 day of Jan'y, 1863.

S. JARMAN.

Deliver to Mr. Rob't Bowden or to his order.

P. SINCLAIR & CO.

Freight 3.783 f't, at £8 per 40 f't	75	13	0
10 per cent. per primage	7	11	4
	83	4	4
Dock dues	1	3	4
Consul's certificate		18	6
Stamp customs		1	6

Bills of lading		5	0
Customs clearance, 28, at 1s	1	8	0
2½ per cent. commission, £1,299 17 0	32	9	11
	£119	10	7

One hundred and nineteen pounds ten shillings and seven pence, and duplicate consul's certificates extra, eighteen shillings and six pence.

339 167.

Shipped, in good order and well conditioned, by J. Wetherell & Co., on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, one hundred and fifty-one cases m'dze, and one p'k'ge sample. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of 10 pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

B, J W, 1–151, 151 cases. 1 p'kge samples. 2 cases in disipute, if on board to be delivered.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 8 day of Jan'y, 1863.

S. JARMAN.

Deliver to Mr. Robert Bowden or to his order.

J. WETHERELL & CO.

Freight 1,461.2 f't, at £8 per 40 f't	292	4	8
10 per cent. primage	29	4	6
	321	9	2
Dock dues	5	2	3
Consul's certificate		18	6
Customs stamp		1	6
Bills of lading		5	0
Customs clearance, 150 p'k'ges, at 1s	7	11	0
2½ per cent. commission, £5,246 16 6	131	3	5
	£466	10	10

Say, four hundred and sixty-six pounds ten shillings and ten pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

340 168.

Shipped, in good order and well conditioned, by J. Wetherell & Co., on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, twenty-three p'k'gs m'dse and one parcel of samples. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after

J N, R B, 1–21, 21 cases.
22–3, 2 p'k'gs.
23
1 parcel samples.

that period; being marked and numbered as in the margin, and are to be delivered in like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid in London, ship lost or not lost, with primage and average accustomed.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9 day of Jan'y, 1863.

S. JARMAN.

Deliver to Mr. Rob't Bowden or to his order.

J. WETHERELL & CO.

341 169.

Shipped, in good order and well conditioned, by Wilson B. Armstrong, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, twenty p'k's m'd'se, and one p'k'ge samples. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters

W B A—1–2, 2 cases.
" 24, 1 "
" 3–9, 7 "
" 10–12, 3 bales.
B—13, 1 bale.
A W B A—14–19, 6 cases.
20
And 1 case samples.

can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order, or to assigns. Freight charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 7 day of Jan'y, 1863.

S. JARMAN.

Deliver to Mr. Rob't Bowden or to his order.

WILLIAM ARMSTRONG.

Freight, 307.9 ft., at £8 per 40 ft.	61	11	0
10 per cent. p'ge	6	3	1
	67	14	1
Charges:			
Dock dues		16	8
Consul's certificate		18	6
Stamp customs		1	6
Bills of lading, Making out ditto,		5	0
Customs clearance, 20, at 1*s*.	1	0	0
2½ per cent. com. on £1,122 3*s*. 7*d*.	28	0	6
	£98	16	3

Say, ninety-eight pounds sixteen shillings and three pence sterling, and duplicate consul's certificate extra, eighteen shillings and six pence.

342 170.

Shipped, in good order and well conditioned, by Frost Brothers, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, one hundred and forty-five coils rope. Goods taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty of ten pounds per day will be incurred after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

F 1 1 5. 145 coils rope.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 31 day of Dec., 1862.

S. JARMAN.

To the order of S. J. Redshl.

FROST BROTHER.

Freight, 463.1 ft., at £8 per 40 ft	92	12	4
10 per cent. p'mge	9	5	3
	101	17	7
Dock dues		18	2
Insurance on £250 at 84-6 per cent	10	11	3
Duty, 9-7	1	4	4
Consul's certificate		18	6
Bills of lading		5	0
Custom's clearance, 145, at 3*d*	1	16	3
2½ per cent. commis., £230	5	15	0
	£123	5	9

One hundred and twenty-three pounds five shillings and nine pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

343 171.

Shipped, in good order and well conditioned, by J. H. Gamble & Co., on board the steamship called the Peterhoff, whereof S. Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, ten cases merchandise, being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

B C & Co B—1-10.

Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds after that day.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 1 day of Jan., 1863.

S. JARMAN.

Deliver to order of Mr. S. J. Redgate.

J. H. GAMBLE & CO.

Freight, 27.6, at £8 per 40 ft	5	10	0
10 per cent. primage		11	0
	6	1	0
Consul's certificate		18	6
Bills of lading		5	0
2½ per cent. com. on £79 10s	1	19	9
	£9	4	3

Nine pounds four shillings and three pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

344 172.

Shipped, in good order and well conditioned, by Von Dadelszen & North, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, two cases of seeds. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, provided lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight for the said goods in London, ship lost or not lost, with primage and average accustomed.

D —1-2.

In witness whereof, the master or purser of the said vessel hath affirmed to six bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 30 day of Dec., 1862.

S. JARMAN.

345 173.

Shipped, in good order and well conditioned, by Von Dadelszen & North, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, 29 casks merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the

X —1-29, 29 casks.

aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9 day of Jan., 1863.

S. JARMAN.

Freight, 14 tons 11 cwt. 0 q. 14 lb., at £8 per ton	116	9	0
10 per cent. p'ge	11	12	11
	128	1	11
Consul's certificate		18	6
Bills of lading		5	0
2½ per cent. com. on £383 6s. 2*d*	9	11	7
	£138	17	0

One hundred and thirty-eight pounds seventeen shillings, and duplicate consul's certificate extra, eighteen shillings and six pence.

346 174.

Shipped, in good order and well conditioned, by J. P. Austin, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matatamoras, nine packages merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

[H A] 1-2 2 cases.
3-6 4 bales.
7-9 3 cases.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 31st day of Dec'r, 1862.

S. JARMAN.

Freight, 151 feet, at £8 per 40 feet	£30	4	0
10 per cent. primage	3	0	5
	33	4	5
Insurance, £700, at 84-6 per cent	29	11	6
Duty	3	7	1
Dock dues		10	3
Consul's certificate and duplicate	1	17	0
Customs stamp		1	6

Bills of lading		5	0
Customs clearance		9	0
2½ per cent. commission, £700	17	10	0
	£86	15	9

Eighty-six pounds fifteen shillings and nine pence.

347 175.

Shipped, in good order and well conditioned, by Galbraith, Biglan & Co., on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, 44 p'k's m'd'se. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid, off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

R. D. 51-3, 3 boxes.
G. 54, 1 bale.
55-6, 2 boxes.
50-58, 2 bales.
200-201, 2 boxes.
350-376, 27 chests.
C. E. 1-2, 2 boxes.
11, 1 cask.
20-21, 2 boxes.
22-24, 2 casks.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 30th day of Dec., 1862.

S. JARMAN.

Deliver to the order of S. J. Redgate & Co.

GALLANT, RIGLAN & CO.

Freight, 355.8, at £8 per 40 feet	71	2	8
10 per cent. p'ge	7	2	3
	£78	4	11

Say, seventy-eight pounds four shillings and eleven pence sterling.

348 176.

Shipped, in good order and well conditioned, by S. J. Redgate, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, seventeen p'k's m'd'se and 2 parcels samples. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid, off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

B. B. & Co., W. N. 1, 1-5 5 bales.
6-8, 3 cases.
9-10, 2 cases.
11-14, 4 bales.
15-17, 3 cases.
2 parcels samples.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 31st day of Dec., 1862.

S. JARMAN.

Freight, 28.3 feet, at £8 per 40 feet	56	5	0
10 per cent. p'ge	5	12	6
	61	17	6
Dock dues	1	0	8
Insurance £2,500, 84-6 per cent	105	12	6
Duty	11	19	7
Consul's certificate		18	6
Bills of lading		5	0
Clearance, 17 at 1		17	0
2½ per cent. commission, £230 7s. 8*d.*	657	13	7
	£240	4	4

Two hundred and forty pounds four shillings and four pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

SAML. J. REDGATE.

349 177.

Shipped, in good order and well conditioned, by Galbraith Bigland & Co., on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, twenty-eight p'k'gs merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight for the said goods to be paid at Matamoras, per endorsement, in British sterling or its equivalent, with primage and average accustomed.

G. F, 3-8, 6 casks.
10, 1 cask.
12-16, 5 casks.
18-19, 2 casks.
22, 1 box.
25-37, 13 cases.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9th day of Jan'y, 1863.

S. JARMAN.

Deliver to the order of S. J. Redgate & Co.

GALRAIT, RIGLOW & CO.

Freight, 95 feet, at £8 per 40 feet	19	0	4
10 per cent. p'ge	1	18	0
	£20	18	4

Say, twenty pounds eighteen shillings and four pence sterling.

350 178.

Shipped, in good order and well conditioned, by S. J. Redgate, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, four p'k'g's merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

S. & R. 1, 1 bale.
2, 1 trunk.
3-4, 2 cases.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9th day of Jan'y, 1863.

S. JARMAN.

Freight, 31 feet 9 inch, at £8 per 40 feet.....	6	7	0
10 per cent. primage.....		12	8
	£6	19	8

Say, six pounds nineteen shillings and eight pence.

351 179.

Shipped, in good order and well conditioned, by S. J. Redgate, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, four p'k'gs m'dse. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

[S J R] 1. 1 bale.
2, 1 trunk.
3-4, 2 cases.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9th day of Jan'y, 1863.

S. JARMAN.

Freight, 31.9 ft., at £8 per 40 ft.....	6	7	0
10 per cent. primage.....		12	8
	£6	19	8

Say, six pounds nineteen shillings and eight pence.

352 180.

Shipped, in good order and well conditioned, by C. S. Osborne, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, seventy-eight kegs nails and 1,360 bundles iron hoops. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

[O] 1–78. 78 kegs nails.
6 S J. 1,360 bundles iron hoops.

Weight and contents unknown; not responsible for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 8 day of Jan'y, 1863.

S. JARMAN.

Freight 37 tons 9 cwt. 0 q. 0 lb., at £8 per ton	296	0	0
10 per cent. primage	29	12	0
	325	12	0
Consul's certificate		18	6
Bills of lading		5	0
2½ per cent. com'n on £393 6*s.* 3*d.*	9	16	8
	£336	12	2

Three hundred and thirty-six pounds twelve shillings and two pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

353 181.

Shipped, in good order and well conditioned, by Halliday, Fox & Co., on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, two hundred boxes tin. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days, provided lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or assigns. Freight and charges for the said to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

500 boxes.
S J.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed

to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9 day of Jan'y, 1863.

S. JARMAN.

Deliver to S. J. Redgate and G. W. Almond.

HALLIDAY, FOX & CO.

Freight 25 tons at £ per ton	200	0	0
10 per cent. p'ge	20	0	0
	220	0	0
Charge: Consul certificate		18	6
Stamp customs		1	6
Bill of lading; making out ditto		5	0
Customs clearance, 500, at 3 pr. ct	6	5	0
2½ per cent. com. £580 4*s.* 2*d*	14	10	1
	£242	0	1

Say, two hundred and forty-two pounds and one penny.

354 182.

Shipped, in good order and well conditioned, by S. J. Redgate, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, four p'kgs merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed

SJR	1.	1 bale,
	2.	1 trunk
	3-4	2 cases.
		4

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9 day of Jan'y, 1863.

S. JARMAN.

Freight 31 ft. 9 in., at £8 pr. 40 ft	6	7	0
10 per cent. primage		12	8
	£6	19	8

Say, six pounds nineteen shillings and eight pence.

355 183.

Shipped, in good order and well conditioned, by Galbraith, Biglan & Co., on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, seventy-seven p'k'gs m'd'se. Goods to be taken from

R D G 11-20 10 boxes.
21-23 3 bales.
24-32 9 boxes.
35-49 15 boxes.
98-319 40 boxes.
77

alongside the ships at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 26 day of Dec., 1862.

S. JARMAN.

Freight 710.3 ft., at £8 per ton of 40 cubic ft.....	142	1	0
10 per cent. p'ge.....	14	4	1
	£156	5	1

Say, one hundred and fifty-six pounds five shillings and one penny sterling.

356 184.

Shipped, in good order and well conditioned, by Von Dadelszan & North, on board the steamship called the Peterhoff, whereof S. Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, two cases of seeds. Goods to be taken from along-

D 1-2. side the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, the dangers of the seas only excepted, unto order or to assigns, paying freight for the said goods in London, ship lost or not lost, with primage and average accustomed.

In witness whereof, the master or purser of the said vessel hath affirmed to six bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 30 day of Dec., 1862.

S. JARMAN.

357 185.

Shipped, in good order and well conditioned, by Galbraith, Bigland & Co., on board the steamship called the Peterhoff, whereof Jarman is master for this voyage, now lying at the port of New York, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, to say one hundred and seventy-three pkgs. merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within

[R D] 50 1 box.
C 57 1 bale.
100-199 100 kegs.
250-9 10 boxes.
375-405 31 do.
330-349 30 do.
173

30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight for the said goods to be paid at

Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 29 day of Dec., 1862.

S. JARMAN.

Freight, 492 ft. 4 in., at £8 p. 40 ft	98	9	4
4 tons 9 1 14, at £8 per ton	35	15	0
	134	4	4
10 per cent	13	8	5
	£147	12	9

One hundred and forty-seven pounds twelve shillings and nine pence sterling.

358 186.

Shipped, in good order and well conditioned, by Frost Brothers, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, one hundred and forty-five coils rope. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Weight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

F 1-145. 145 coils rope.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 31 day of Dec., 1862.

S. JARMAN.

Freight, 463 ft., £8 per 40 ft	92	12	4
10 per cent. p'ge	9	5	3
	101	17	7
Dock dues		18	0
Insurance £250, at 84*s.* 6 per cent	10	11	3
Duty, 9*s.* 7	1	4	4
Consul's certificate		18	6
Bills of lading		5	0
Customs clearance, at 145, 3*d.*	1	16	3
2½ per cent. commission £230	5	15	0
	£123	5	9

One hundred and twenty-three pounds five shillings and nine pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

359 187.

Shipped, in good order and well conditioned, by O. Lafone, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, ten cases merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

A L H, 1-10. 10 cases.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 1st day of January, 1863.

S. JARMAN.

Freight, 250 ft. at £8 per 40 ft	50	0	0
10 per cent. primage	5	0	0
	55	0	0
Charges: Dock dues		10	0
Insurance 450, at 84*s.* 6 per cent	19	0	3
Duty, 9*s.* 7*d*	2	3	1
Stamp customs		1	6
Bills of lading		2	6
Making out ditto		5	0
Customs clearance, 10, 1*s*		10	0
2½ per cent. com. on £451	11	5	0
	£88	17	4

Say, eighty-eight pounds seven shillings and four pence sterling, and consul's certificate, one pound seventeen shillings.

360 188.

Shipped, in good order and well conditioned, by J. Holgate & Co., on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, sixteen cases md'ze. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

H, H, 1-16. 16 cases.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed

to four bills of lading, all of this tenor and date, one of which being accomplished the others stand void.

Dated in London, the 31 day of Dec., 1862.

Freight, 140 ft., at £8 per 40 ft	28	0	0
10 per cent. primage	2	16	0
	30	16	0
Dock dues		10	8
Insurance 400, at 84s. 6 per cent	16	18	0
Duty, 9s. 7 per cent	1	18	4
Consul's certificate		18	6
Bills of lading, &c		5	0
Clearance, 16 pkgs., 1s		16	0
2½ per cent. com on £315 11	7	17	3
	£59	19	9

Say, fifty-nine pounds nineteen shillings and nine pence, and consul's certificate for duplicate, eighteen and six pence extra.

361 189.

Shipped, in good order and well conditioned, by R. P. Harding, in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this voyage, now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, twenty-six cases of merchandize. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty of ten pounds per day will be incurred after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

R H, B B, 1-26. 26 cases.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, Dec. 31st, 1862.

S. JARMAN.

Freight, 559.9 ft. at £8 per 40 ft	111	19	0
10 per cent. primage	11	3	11
	123	2	11
Dock dues	1	8	8
Consul's certificate		18	6
Stamp, customs		1	6
Bills of lading		5	0
Custom clearance, 26, at 1s	1	6	0
2½ per cent commission on £950	23	15	0
	£150	17	7

One hundred and fifty pounds seventeen shillings and seven pence, and duplicate extra, eighteen shillings and six pence.

362 190.

Shipped, in good order and well conditioned, by J. Wetherall & Co., on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, twenty-three pkgs. mdze. and one parcel samples. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid in London, ship lost or not lost, with primage and average accustomed.

J W, 1-21. 21 cases.
R B, 22-3. 2 pkgs.
23
=
1 parcel samples.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9 day of Jan'y, 1863.

S. JARMAN.

Deliver to Mr. Robert Bowden or to his order.

J. WETHERALL & CO.

363 191.

Shipped, in good order and well conditioned, by S. P. Austin, in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, nine packages merchandize. Goods to be taken from alongside the ship at the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

[H & A] 1-2, 2 cases.
3-6, 4 bales.
7-9. 3 cases.
9
=

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated in London, 31st Dec'r, 1862.

S. JARMAN.

Freight, 151 ft., at £8 pr. 40 ft.	30	4	0
10 per cent. primage	3	0	5
	33	4	5
Insurance, £700, at 84s. 6 per cent.	29	11	6
Duty, 9s. 7*d*.	3	7	1
Dock dues		10	3
Consul's certificate and duplicate	1	17	0

Customs stamp		1	6
Bills of lading		5	0
Customs clearance, 9, 1s		9	0
2½ per cent. com'n £700		17	10	0
	£86	15	9

Eighty-six pounds fifteen shillings and nine pence.

364 192.

Shipped, in good order and well conditioned, by R. H. Hine, Mundella & Co., on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, twenty-nine cases mdse. and one parcel samples. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty of ten pounds per day will be incurred after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid in London, ship lost or not lost, with primage and average accustomed.

"50" 500 28, 29 cases.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 31 day of Dec., 1862.

S. JARMAN.

365 193.

Shipped, in good order and well conditioned, by B. H. Hine, Mundella & Co., in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, and now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, two hundred and thirty-four cases merchandize. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty of ten pounds per day will be incurred after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

B, 1-105....105 cases.
110-77... 68 "
180-240.. 61 "
234
2 parcels of samples.

1 case in dispute; if on board to be delivered.

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date; the one of which being accomplished the others to stand void.

Dated in London, 31st Dec'r, 1862.

S. JARMAN.

Deliver to Mr. Robert Bowston or to his order.

B. H. HINE, MUNDELLA & CO.

Freight, 3,608.3 ft., at £8 per 40 ft	721	13	0
10 per cent. p'ge	72	3	4
	793	16	4
Dock dues	12	17	4
Consul's certificate		18	6
Customs stamp		1	6
Bills of lading, &c		5	0
Clearance, 234 packages	11	14	0
£8,465 2, 2½ per cent. com'n	210	12	6
	£1, 030	5	2

Say, ten hundred and thirty pounds five shillings and two pence, and consul's certificate for duplicate, eighteen and six pence extra.

366 194.

Shipped, in good order and well conditioned, by Rob't Sinclair and Co., in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, and now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, twenty-eight cases merchandize and one parcel samples. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

W B N. 60-87, 28 cases.
1 parcel samples.

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, Jan'y 3d, 1863.

S. JARMAN.

Deliver to Mr. Robert Borden or to his order.

Freight, 378.3 ft., at £8 pr. 40 ft	75	13	0
10 per cent. p'ge	7	11	4
	83	4	4
Dock dues	1	3	4
Consul's certificate		18	6
Stamp customs		1	6
Bills of lading		5	0
Customs clearance, 28, at 1s	1	8	0
2½ per cent. commission 1,299, 17	32	9	11
	£119	10	7

One hundred and nineteen pounds ten shillings and seven pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

367 195.

Shipped, in good order and well conditioned, by J. Wetherell & Co., in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, and now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, one hundred and fifty-one cases of merchandize and one package samples. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at conconsignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

B, JW. 1–151. 151 cases. 1 package samples.

2 cases in dispute; if on board to be delivered.

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, 8th January, 1863.

S. JARMAN.

Deliver to Mr. Robert Bowdon or to his order.

J. WETHERELL & CO.

Freight, 1,461. 2 ft., at £8 pr. 40 ft.	292	4	8
10 per cent. primage	29	4	6
	321	9	2
Dock dues	5	2	3
Consul's certificate		18	6
Customs stamps		1	6
Bills of lading		5	0
Customs clearance, 151 p'kgs, at 1s.	7	11	0
2½ per cent. com'n on £5,246, 16 6	131	3	5
	£466	10	10

Say, four hundred and forty-six pounds ten shillings and ten pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

368 196.

Shipped, in good order and well conditioned, by Ford, Curts & Curts, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, ten bales gunny cloth, thirteen bales cotton wapping, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns, paying freight and charges for the said goods, to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

Peterhoff, owner, 1–23.

Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing light-

ers can cross the bar, or a penalty will be incurred of ten pounds for every day after that period.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 10 day of Jan'y, 1863.

S. JARMAN.

Freight, 214.8 ft., at £8 p. 40 ft		42	18 8
10 per cent. primage		4	5 10
		47	4 6
Consul's certificate			18 6
2½ per cent. commission on £72		1	16 0
		£49	19 0

Forty-nine pounds nineteen shillings, and duplicate consul's certificate extra, eighteen shillings and six pence.

369 197.

Shipped, in good order and well conditioned, by Reed, Louch & Co., in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, and now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, fifty coils of rope. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns.

[J] 1-50, 50 coils.

Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, Jan'y 3d, 1863.

S. JARMAN.

Freight, 783 ft. 4 in., at £8 per 100 ft				94	3 4
10 per cent. primage				9	8 4
				103	11 8
Insurance, £300, at 84s. 6d		12	13 6		
Duty 9s. 7d. per cent		1	8 9		
Consul's certificate			18 6		
Stamp, customs			1 6		
Bills of lading			5 0		
Customs clearance, 50, at 1s		2	10 0		
2½ per cent. commission on £254 13s. 4d		6	7 3		
				24	4 6
				£127	16 2

One hundred and twenty-seven pounds sixteen shillings and two pence, and duplicate consul's certificate extra, eighteen shillings and sixpence.

370 198.

Shipped, in good order and well conditioned, by Wilson & Armstrong, in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, and now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, twenty packages merchandize and one package samples. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

W [B] A. 1-2....2 cases.
2½ ....1 case.
3-9....7 cases.
10-12...3 bales.
[B] 13 ....1 bale.
A W B A 14-19....6 cases.
20
And one package samples.

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, Jan'y 7th, 1863.

S. JARMAN.

Deliver to Mr. Robert Bowden or to his order.

Freight, 307 ft. 9 in., at £8 pr. 40 ft	61	11	0
10 per cent. p'ge	6	3	1
	67	14	1
Charges: Dock dues		16	8
Consul's certificate		18	6
Stamps, customs		1	6
Bill of lading, making out ditto		5	1
Customs clearance, 20, at 1s	1	0	0
2½ per cent. com'n on £1,122 3s. 7d	28	0	6
	£98	16	3

Say, ninety-eight pounds sixteen shillings and three pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

371 199.

Shipped, in good order and well conditioned, by J. Spence, in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, and now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, three hundred and sixty-two packages merchandize, as per endorsement. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid, primage and average accustomed.

2 bundles shovels in dispute; if on board, to be delivered.

S. J.

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, Jan'y 9th, 1863.

S. JARMAN.

P. S.	1–45	45	coils rope.
[+]	A B C D E F G H I J K L M N	14	casks.
[+]	1–29	29	kegs, nails.
	50–2	3	cases.
	53–8	6	casks.
	75	1	cask.
	76–7	2	cases.
	78–81	4	casks.
	100–59	60	smith's bellows.
	82–201	120	bales spades and shovels.
	175–216	42	anvils.
	217–18	2	casks.
	230–5	6	cases.
	236	1	cask.
	250–76	27	bales spades and shovels.
		362	

2 bundles shovels in dispute; if on board, to be delivered.

	S.	J.	
Freight, 3,339 ft. 8 in., at £8 per 40 ft.	667	18	8
8 tons 3 cwt. 2 qr. 18 lbs., at £8 per 20 cwt.	65	9	3
	733	7	11
10 per cent. primage	73	6	10
2½ per cent. comm'n on £2,440 13*s.* 8*d.*	61	0	8
	£867	15	5

Say, eight hundred and sixty-seven pounds fifteen shillings and five pence.

372 200.

Shipped, in good order and well conditioned, by Ford, Curtis & Curtis, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, 29 cases, cont'g fifteen hundred pairs boots, ten cases cont'g one hundred and eighty pairs boots, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

F C C, B 1-29.
F C & C, I B 30-39.

Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period.

In witness whereof, the master or purser of the said vessel hath affirmed

to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9th day of Jan'y, 1863.

S. JARMAN.

Freight, 229 ft. 10 in., at £8 p. 40 ft.....	45	19 4
10 per cent. primage.....	4	11 11
	50	11 3
Consul's certificate.....		
2½ per cent. commission on £952 9s.....	23	16 2
	£75	5 11

Seventy-five pounds five shillings and eleven pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

373 201.

Shipped, in good order and well conditioned, by S. J. Redgate, in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, and now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, seventeen packages merchandize, and two packages samples. Goods to be taken from alongside the ship, at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto orders or to assigns. Freight and charges for the said goods to be be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

[B. B. & Co., W M	1–5....	5 bales.
	6–8....	3 cases.
"	9–10...	2 do.
"	11–14...	4 bales.
"	15–17...	3 cases.
		17
2 packages samples.		=

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, Dec'r 31st, 1862.

S. JARMAN.

Freight, 281 ft. 3 in., at £8 pr. 40 ft.....	56	5 0
10 per cent. primage.....	5	12 6
	61	17 6
Dock dues.....	1	0 8
Insurance, £500, 84s. 6*d.* per cent.....	105	12 6
Duty, 9s. 7*d*.....	11	19 7
Consul's certificate.....		18 6
Bills of lading.....		5 0
Clearances, 17, at 1s.....		17 0
2½ per cent. commission on £2,307 8s. 6*d*....	57	13 7
	240	4 4

Two hundred and forty pounds four shillings and four pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

374 202.

Shipped, in good order and well conditioned, by Grant, Brodie & Co., in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, and now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, seventeen packages merchandize. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

G B, C S 1–10....10 bales.
G B, C G 11–17.... 7 cases.
17

In witness whereof, the master or purser of the said ship hath affirmed to bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, 8th January, 1863.

S. JARMAN.

Deliver to Mr. Robert Bowden or to his order.

Freight, 427 ft. 4 in., at £8 pr. 40 ft	85	9	4
10 per cent. p'ge	8	10	11
	94	0	3
Dock dues	1	5	3
Consul's certificate and duplicate	1	17	0
Stamps, customs		1	6
Bills of lading		5	0
Clearance, 17, at 1s		17	0
2½ per cent. com'n on £567 10s	14	3	9
	£112	9	9

Say, one hundred and twelve pounds nine shillings and nine pence.

375 203

Shipped, in good order and well conditioned, by Galbraith, Bigland & Co., on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, twenty-eight p'kg's merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that expense; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid, off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

G. F. 3–8, 6 casks.
10 1 cask.
12–16 5 casks.
18–19 2 casks.
22 1 box.
25–37 13 cases
28

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9th day of Jan'y, 1863.

S. JARMAN.

Freight, 95 ft. 1 in. £8 per 40 ft.....	19	0	4
10 per cent. primage, ...	1	18	0
	£20	18	4

Say, twenty pounds eighteen shillings and four pence sterling.

376 204

Shipped, in good order and well conditioned, by Galbraith, Bigland & Co., on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, forty-four packages merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

R D—G 51-3, 3 boxes.
54, 1 bale.
55-6, 2 boxes.
50-59, 2 bales.
200-201, 2 boxes.
350-376, 27 chests.
C F— 1-2, 2 boxes.
11, 1 cask.
20-21, 2 boxes.
23-24, 2 casks.
44

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 3d day of Dec'r, 1862.

S. JARMAN.

Freight, 3,538 ft., at £8 per 40 ft.....	11	2	8
10 per cent. p'ge.....	7	2	3
	£18	4	11

Say, seventy-eight pounds four shillings and eleven pence sterling.

377 205.

Shipped, in good order and well conditioned, by S. J. Redgate, on board the steamship called the Peterhoff, whereof Jarman is master for this voyage, now lying at the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, to say: four p'k'ges merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can

S J R 1, 1 bale. 2, 1 trunk. 3-4, 2 cases. 4

cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order, or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9th day of Jan'y, 1863.

S. JARMAN.

Freight, 31 ft. 9 in., at £8 per 40 ft.	6	7	0
10 per cent. primage		12	8
	£6	19	8

Say, six pounds nineteen shillings and eight pence.

378 206.

Shipped, in good order and well conditioned, by B. Jowett, in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, and now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, six cases merchandize. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, pro-
B J 1-6, 6 cases. viding lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, 8th January, 1863.

S. JARMAN.

Deliver to Mr. Robert Bowden or to his order.

Freight, 90 ft. 11 in., at £8 per 40 ft.	18	3	8
10 per cent. primage	1	16	4
	20	0	0
Dock dues		4	5
Insurance £400, at 84*s.* 6*d.*	16	18	0
Insurance duty, 9*s.* 7*d.*	1	18	4
Consul's certificate		18	6
Custom stamps		1	6
Bills of lading		5	0

Entry clearance, &c., 6, at 1s		6	0
2½ per cent. commission on £337	8	8	6
	£49	0	3

Forty-nine pounds and three pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

379 207.

Addressed to Burcham & Co., successors, Matamoras.

Shipped, in good order and well conditioned, by Hearon McCalloch & Squirs, on board the steamship called the Peterhoff, whereof Jarman is master for this voyage, now lying at the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, to say: fifty packages merchandise, and two cases private effects, being personal baggage. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order Ressehes Burcham & Co., Matamoras, or to assigns. Freight for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed.

32-9, 8 cases.
40-2 2 iron drums.
42-72, 31 cases.
73, 1 p'k'g's.
74-81, 8 cases.
100, 1 case.
105, 1 case.
52

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor or date, one of which being accomplished the others stand void.

Dated in London, the 8th day of Jan'y, 1863.

S. JARMAN.

Freight, 245 ft., at £8 per 40 ft	49	0	0
10 per cent. primage	4	18	0
	£53	18	0

Say, fifty-three pounds eighteen shillings.

380 208.

Shipped, in good order and well conditioned, by Von Dandelszen & North, in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, and now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, twenty-nine casks merchandize. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

&—1-29, 29 casks.

In witness whereof, the master or purser of the said ship hath affirmed to bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, January 9th, 1863.

S. JARMAN.

Freight, 14 tons 11 c. 0 q. 14 lbs., at £8 per ton	116	9	0
10 per cent. p'ge	11	12	11
	128	1	11
Consul's certificate		18	0
Bills of lading		5	0
2½ per cent. com'n on £383 6 2	9	11	7
	£138	17	0

One hundred and thirty-eight pounds seventeen shillings, and duplicate consul's certificate xtera, eighteen shillings and six pence.

381 209.

Shipped, in good order and well conditioned, by J. H. Gamble & Co., on board the called the Peterhoff, whereof S. Jarman is master for this voyage, now lying at anchor in the docks, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, ten cases of merchandise, being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,)

B G & Co B B—1-10. unto order or to assigns. Freight for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed. Goods to be taken from alongside ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period.

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, 1st January, 1863.

S. JARMAN.

Freight, 27.6 ft., at £8 per 40 ft	5	10	0
10 per cent. primage		11	0
	6	1	0
Consul's certificate		18	6
Bills of lading		5	0
2½ per cent. com. on £79 10*s*	1	19	9
	£9	4	3

Nine pounds four shillings and three pence, and duplicate consul's certificate extra, eighteen shillings and six pence, *and duplicate consul's certificate extra, eighteen shillings and six pence.*

382 210.

Shipped, in good order and well conditioned, by Thomas Edgley & Co., in and upon the good steamship or vessel called the Peterhoff, whereof Jarman

is master for this present voyage, and now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, twenty-five packages merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

E T—1–6, 6 bales.
" 7–12, 6 cases.
" 13–18, 6 bales.
" 20–3, 4 bales.
" 25–7, 3 cases.
25

In witness whereof, the master or purser of the said ship hath affirmed to bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, 8th January, 1863.

S. JARMAN.

Deliver to Mr. Robert Bowden or to his order.

Freight, 439.0 ft., at £8 per 40 ft	87	16	0
10 per cent. p'ge	8	15	7
	96	11	7
Insurance, £1,000, 84s. 6 per cent	42	5	0
Duty, at 9s. 7 per cent	4	15	10
Insurance, £2,000, 70s. per cent. f. p. a	70	0	0
Duty	10	0	0
Consul's certificate and duplicate	1	17	0
Dock dues	1	12	0
Bills of lading		5	0
Customs clearance, 25, at 1s	1	5	0
2½ per cent. com. on £3,093 5s. 6d	77	6	7
	£305	18	0

Say, three hundred and five pounds eighteen shillings.

383 211.

Shipped, in good order and well conditioned, by Ford, Curtis & Curtis, on board the steamship called the Peterhoff, whereof Jarman is master for this voyage, now lying at the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, twelve bales, each cont'g ninety pairs blankets, equal to one thousand and eighty pairs blankets, being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period.

E C & C.
1–90.
91–180.
181–270.
271–360.
361–450.
451–540.
541–630.
631–720.
721–870.
811–900.
901–990.
991–1080.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 10 day of Jan., 1863.

S. JARMAN.

Freight, 572.5 ft., at £8 per 40 ft.	114	9	8
10 per cent. p'mge		11	9
	£125	18	8
Consul's certificate		18	6
2½ commis. on £580	14	11	0
	£141	8	2

One hundred and forty-one pounds eight shillings and two pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

384 212.

Shipped, in good order and well conditioned, by G. & W. Almond, in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, one hundred and eighty-one packages merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto or to assigns, paying freight for the said goods, primage and average accustomed.

P W A N—119-47, 29 cases.
W W A P—212-50, 39 trunks.
" 277, 1 bale.
" 282-7, 6 cases.
" 288-309, 22 trunks.
" 310-20, 11 do.
" 321-23, 3 bales.
" 324-34, 11 cases.
" 338-41, 4 do.
" 342-3, 2 trunks.
P W A P—334-67, 24 do.
P X V A J—374-6, 3 cases.
S W A T H— 1-12, 12 bales.
" 16-29, 14 do.
18

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, 8th January, 1863.

S. JARMAN.

Freight, 1,761.2 ft., at £8 per 40 ft.	352	4	8
10 per cent. p'mge	35	4	6
	387	9	2
Charges: Dock dues	7	18	15
Bills of lading, making out ditto		5	0
Customs stamp		1	6
Customs clearance, 181 p'kg., 1*s*.	9	1	0
2½ per cent. commission on £5,188 17*s*. 9*d*.	129	14	5
	£534	9	6

Say, five hundred and thirty-four pounds nine shillings and six pence sterling.

385 213.

Shipped, in good order and well conditioned, by C. S. Osborne, in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, and now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, seventy-eight kegs nails and thirteen hundred and sixty bundles of iron hoops. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

O 1-78 78 kegs nails,
O S J 1,360 bundles iron hoops.

In witness whereof, the master or purser of the said ship hath affirmed to bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, 8th January, 1863.

S. JARMAN.

Freight 37 tons 9 cwt., at £8 per ton	296	0	0
10 per cent. primage	29	12	0
	325	12	0
Consul's certificate		18	6
Bills of lading		5	0
2½ per cent. com'n on £393 6s. 3*d*.	9	16	8
	£336	12	2

Three hundred and thirty-six pounds twelve shillings and two pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

386 214.

Shipped, in good order and well conditioned by , on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, 15 p'k'gs md'se. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight for the said goods as per agreement, with primage and average accustomed.

S J 1-8. 8 trunks.
Capt. S. Jarman 2 cases.
S J 1-2 2 cases.
Capt. S. Jarman 1-2 2 cases.
Capt. S. Jarman F 1 1 case.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9 day of Jan'y, 1863.

S. JARMAN.

387 215.

Shipped, in good order and well conditioned, by J. Spence, on board the steamship called the Peterhoff, whereof Jarman is master, now lying in the port of London and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, 11 p'k'gs md'se. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to asssigns. Freight and charges for the said goods to be paid in London, ship lost or not lost, with primage and average accustomed.

P S & Co. 1–11 11 p'k'gs, hydraulic press.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9 day of of Jan'y, 1863.

388 216.

Shipped, in good order and well conditioned, by Halliday, Fox & Co., in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, and now lying at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, five hundred boxes of tin. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

S J 500 boxes

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, Jan'y 9th, 1863.

S. JARMAN.

Freight 25 tons, at £8 per ton	200	0	0
10 per cent. p'ge	20	0	0
	220	0	0
Charges: Consul's certificate		18	6
Stamp, customs		1	6
Bill of lading and making out		5	0
Customs clearance, 500, at 3*d*	6	5	0
2½ per cent. com'n, 580 4 2	14	10	1
	£242	0	1

Say, two hundred and forty-two pounds and one penny sterling.

389 217.

Shipped, in good order and well conditioned, by G. & W. Almond, in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, two hundred and eighty b'dls and bars of wrought steel. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned, at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

280 b'dles and bars.

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, Jan'y 9, 1863.

S. JARMAN.

Freight 5 tons 8 cwt., at £8 per ton	43	4	0
10 per cent. primage	4	6	5
	47	10	5
Charges: Stamp, custom		1	6
Bills of lading; making out do		5	0
Customs clearance, 280 b'dles, at 3*d*	3	10	0
2½ per cent. com'n £266	6	13	0
	£58	0	5

Say, fifty-eight pounds and five pence sterling.

390 218.

Shipped, in good order and well conditioned, by Wilson, Bowles & Co., in and upon the good steamship or vessel called the Peterhoff, whereof S. Jarman is master for this voyage, and now riding at anchor in the Thames, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, ninety bales merchandize, being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period.

W. B. & Co.—W. 1-85. 85 bales.
V—W. B. & Co.—W. 86-90. 5 "
90
=

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, 8 January, 1863.

S. JARMAN.

Freight, 1,522 ft. 6 in., at £8 p'r 40 ft	304	10	0
10 per cent. primage	30	1	0
	334	11	0
Consul's certificate		18	6
2½ per cent. commission on £2,308 14s	57	14	4
	£393	3	10

Three hundred and ninety-three pounds three shillings and ten pence.

391 219.

Shipped, in good order and well conditioned, by Ford, Curtis & Curtis, in and upon the good steamship or vessel called the Peterhoff, (SS.,) whereof Jarman is master for this present voyage, and now riding at anchor in the Thames, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, three cases medicines, being marked and numbered as in the margin, and are to be delived in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the dangers of the seas only excepted,) unto order or to assigns. Freight for the said goods to be paid in London, ship lost or not lost, with primage and average accustomed. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period.

F. C. & C, J, 1-3.

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, Jan'y, 1863.

S. JARMAN.

Consul's certificate and duplicate	1	17	0
2½ per cent. comm'n on £196 11 6	4	18	3
	£6	15	3

Say, six pounds fifteen shillings and three pence.

392 220.

Shipped, in good order and well conditioned, by G. & W. Almond, in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, and now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, three hundred and two packages merchandize and one package sample, as per endorsement. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, (the dangers of the seas only excepted,) unto order or to assigns. Freight and charges for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

1 cask in dispute; if on board, to be delivered. 13–14, 2 bales in dispute; if on board, to be delivered.

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, the one of which being accomplished the others to stand void.

Dated in London, 8th Jan'y, 1863.

S. JARMAN.

1–95, 95 casks, 1 in dispute; if on board, to be delivered; 96–104, 9 bags nails; 150–2, 3 bales; 152–60, 8 cases; 159½, 1 case; 160½, 1 case; 161–77, 17 cases; 200–11, 12 bales; 251–7, 7 cases; 258, 1 trunk; 259, 1 case; 260–1, 2 casks; 262–9, 8 cases; 270, 1 trunk; 271–6, 6 cases; 278–81, 4 cases; C [W A] 368–73, 6 cases; C [W A] 38–117, 80 bales; O [W A] S J, 335–6, 2 cases; [W A] 337, 1 trunk; 80–99, 20 coils rope; [W A] T H 30–3, 4 bales; ditto 34–43, 10 cases; ditto 13–15, 3 bales, 2 in dispute; if on board, to be delivered.

	S.	J.	
Freight, 3,215.1 ft., 1, at £8 p'r 40 ft	643	0	4
10 per cent. primage	64	6	0
	707	6	4
Charge: Dock dues	12	4	5
Stamp, custom		1	6
Bills of lading, making out ditto		5	0
Customs clearance	15	12	0
2½ per cent. com'n £6,062 11s. 4d	151	11	4
	£886	10	7

Say, eight hundred and eighty-six pounds ten shillings and seven pence.

393 EXHIBIT 221.

Invoice of 29 casks sheets per Peterhoff, Captain Highly, for Matamoras, and consigned to: For whom it may concern.

[X]		Gross.	Tare.	Net.
No. 1.	1 cask 10, 2 feet 8	10 1 12	0 2 4	9 3 8
2.	1 cask 10, 2 feet	1 0	0 1 14	5 3 14
3.	1 cask 10, 2 feet	10 1 24	0 1 17	10 0 7
4.	1 cask 10, 3 feet	10 0 12	0 1 13	9 2 27
5.	1 cask 10, 3 feet	10 0 21	0 1 13	9 3 8
6.	1 cask 9, 3 feet	10 0 9	0 1 15	9 2 22
7.	1 cask 10, 3 feet	5 1 23	0 1 11	5 0 12
8.	1 cask 10, 2 feet 8	10 1 24	0 1 12	10 0 12
9.	1 cask 11, 3 feet	10 0 13	0 1 12	9 3 1
10.	1 cask 11, 2 feet 8	10 1 22	0 1 10	10 0 12
11.	1 cask 10, 2 feet	10 0 21	0 1 16	9 3 5
12.	1 cask 9, 3 feet	10 1 0	0 1 14	9 3 14
13.	1 cask 9, 3 feet	10 1 21	0 2 0	9 3 21
14.	1 cask 11, 3 feet	10 2 0	0 1 16	10 0 12
15.	1 cask 11, 3 feet	10 0 10	0 1 18	9 2 20
16.	1 cask 10, 3 feet	10 1 10	0 1 17	9 3 21
17.	1 cask 12, 2 feet 8	10 2 7	0 2 0	10 0 7

Invoice of 29 *casks, &c.*—Continued.

[X]		Gross.	Tare.	Net.
No.18.	1 cask 12, 3 feet	10 1 10	0 1 14	9 3 22
19.	1 cask 9, 3 feet	10 1 23	0 1 14	10 0 9
20.	1 cask 12, 3 feet	10 2 0	0 1 17	10 0 11
21.	1 cask 11, 3 feet	10 1 4	0 1 15	9 3 17
22.	1 cask 11, 3 feet	10 1 25	0 1 17	10 0 3
23.	1 cask 10, 3 feet	10 2 4	0 2 0	10 0 4
24.	1 cask 10, 3 feet	10 1 2	0 1 14	9 3 16
25.	1 cask 10, 2 feet	10 1 10	0 1 15	9 3 25
26.	1 cask 10, 2 feet 8	10 1 14	0 1 14	10 0 0
27.	1 cask 9, 3 feet	10 1 19	0 1 18	10 0 1
28.	1 cask 10, 2 feet 8	10 1 15	0 1 16	9 3 27
29.	1 cask 10, 2 feet	10 2 0	0 1 24	10 0 4
		291 0 14	.....	279 1 24

Freight	£138 12 0
279 cwt. 1 qr. 24 lbs., at 26*s.*	363 6 1
Freight to London, at 27*s.* 6*d.*	20 0 1

394 EXHIBIT 222.

Von Dadelsen & North, metal brokers, 25.

15 LEADENHALL STREET, *London, E. C.*, 29 *Dec.*, 1862.

Invoice 78 iron kegs nails, shipped per Peterhoff, Capt. Highly, for Matamoras, consigned to: For whom it may concern.

[O] 1–28, 28 iron kegs, 16 by 11	2	9 0
Each containing 100 lbs. 6*d.* cut clasp	17	10 0
29–47, 19 iron kegs, 16 by 11, at 1*s.* 9*d.*	1	13 3
Each containing 100 lbs. 8*d.* cut clasp	11	1 0
48–78, 31 iron kegs, 16 by 11, at 1*s.* 9*d.*	2	14 3
Each containing 100 lbs. 10*d.* cut clasp, except No. 78, which contains 28 lbs.	16	10 9
Cartage	1	8 0
	£53	6 3

Freight and charges, £336 12*s.* 2*d.*

EXHIBIT 223.

Von Dadelsen & North, metal brokers, 23.

158 LEADENHALL STREET, *London, E. C.*, 26 *December*, 1862.

Invoice of 1,360 bundles hoop-iron, shipped per the undersigned, per the Peterhoff, Capt. Highly, for Matamoras, and consigned to: For
395 whom it may concern.

200 b'dles best staff hoop-iron, $1\frac{1}{8}$ by 16	50	0	0
120 b'dles best staff hoop-iron, $1\frac{1}{8}$ by 17	30	0	0
440 b'dles best staff hoop-iron, $1\frac{1}{4}$ by 16	110	0	0
280 b'dles best staff hoop-iron, $1\frac{1}{4}$ by 17	70	0	0
320 b'dles best staff hoop-iron, $1\frac{1}{4}$ by 18	80	0	0
1,360 34 tons, at £10 per ton	340	0	0

EXHIBIT 224.

Von Dadelszen & North, metal brokers.

158 LEADENHALL STREET, *London, E. C.*, 31 *December*, 1862.

Invoice of 2 cases garden seeds shipped on board the Peterhoff, steamer, for Matamoras, Rio Grande, to the care of L. J. Redgate, esq., per account of G. Von Dadelszen, esq.

[D] No. 1.	1 bus. Napoleon peas		18	6
	1 bus. knight dwarf blue peas	1	4	6
	1 bus. white turnip radish	1	17	0
	1 bus. wood framed do	1	17	0
	1 bus. long scarlet	1	11	6
	1 bus. red turnip	1	15	0
	½ bus. Newington beans		12	0
	½ bus. dun beans		12	0
	7 lbs. crimson beet		18	0
	4 lbs. Hammersmith lettuce		16	0
	½ bus. scarlet runners		11	6
	½ bus. cold beans		12	0
	14 bbs. London market cabbage	1	15	0
396	4 bbs. drumhead lettuce		16	0
	4 bbs. improved Brussels sprouts		18	0
	2 bbs. London white cos lettuce		16	0
	2 bbs. Paris green cos lettuce		12	0
	1 bbs. red tomato		5	6
	1 case 11-6, 14 bags 11-6	1	3	0
No. 2.	1 bus. matchless marrow peas	1	2	6
	1 bus. emperor		16	0
	1 bus. Dickson's favorite		16	0
	1 bus. prize taker	1	1	0
	1 bus. British green peas	1	1	0
	14 lbs. flat Dutch cabbage	1	4	0
	14 lbs. drumhead cabbage		18	0
	7 lbs. red Dutch cabbage	1	4	0
	7 lbs. sugar loaf cabbage	1	4	0
	7 lbs. large York cabbage		16	0
	½ bus. Mowhawk beans		12	0
	½ bus. Dan'l O'Rourke peas		13	0
	7 lbs. white strap leaf turnip		7	6
	7 lbs. red ditto		10	0
	7 lbs. stone turnips		7	6
	7 lbs. stone yellow turnip		7	6
	7 lbs. green kohl rabi		11	6
	7 lbs. purple ditto		11	6
	7 lbs. ex. curled parsley		14	0
	7 lbs. drumhead Savoy		14	0
	7 lbs. Whyle's black beet		14	0
	7 lbs. turnip rooted beet		10	6
	7 lbs. green curled Savoy		14	0
	4 lbs. white cabbage lettuce		16	0
	1 case 11-6, 24 bags 13-6	1	5	0
	Cartage and dock charges		8	0
	Entry and bills of lad'g		6	6
		£39	15	6

397 EXHIBIT 225.

LONDON, E. C., 16 & 17 *Cheapside.*

Invoice of 1 case of samples, marked and numbered as per margin, November 26th, 1862. Bo't of Welch, Margetson & Co., manufacturers and printers.

Samples of bales, No. 1 to 5, inclusive:

1, 1-12 doz. Hivermal vests		3	6
2, 1-12 doz. ditto		4	6
3, 1-12 doz. ditto		7	6
4, 4-12 doz. fancy silk and wool scarves		7	0
5, ½ doz. ditto, assorted widths		12	0
6, ½ doz. ditto		10	6
7, ½ doz. 72-inch wool ditto		18	0
8, 1 doz. Mand. shawl	1	0	0
9, 1 doz. ditto	1	10	0

Samples of cases, 6 to 10, inclusive:

1, 1 doz. colored Oxford ties		18	0
2, 1 doz. black Sydenham ties		18	0
3, 1 doz. fancy Marabout Eglenton ties		15	0
4, 1 doz. fancy universal ties		13	0
5, 1 doz. white ditto		10	0
6, 1 doz. fancy Batiste ties		4	6
7, 1 doz. Sydenham ties		18	0
8, 1 doz. Dennis ties		15	0
9, 1 doz. black ribbon ties		5	0
10, 1 doz. fancy tubular ties		12	6
11, 1 doz. colored gauze Nantique ties		18	0
12, 1 doz. fancy Prince Alfred own scarf ties	1	1	0
13, 1 doz. fancy silk scarves	3	6	0
14, 1-12 doz. pair braces, 749		1	4
15, 1-12 doz. ditto, 1,274		1	5
16, 1-12 doz. ditto, 1,376		1	7
17, 1-12 doz. ditto, 1,271		1	7
18, 1-12 doz. ditto, 1,353		1	10
398 19, 2 doz. dux collars		15	0
20, 1 doz. wristbands		12	6
21, 2 doz. boys' collars		11	0
23, 1-12 doz. men's long cloth shirts, linen fronts, bands and wrists, approved shape, No 1, worked and boxed		7	6
24, 1-12 doz. X men's ditto, No. 2, ditto		7	6
25, 1-12 doz. ditto, No. 3, ditto		7	6
26, 1-12 doz. ditto, French cuff, No. 4, ditto		7	6

Samples 11 and 12.

1, 1-12 dozen Angola flannel shirts		5	6
2, 1-12 dozen ditto		6	4

Pattern of flannel, no charge, samples of bales 13 and 14.

Samples of case No. 15:

1, 1-12 dozen favorite chemises		1	11
2, 1-12 dozen ditto		2	5
3, 1-12 dozen ditto		3	3

	4, 1-12 dozen frilled ditto		3	3
	5, 1-12 dozen ditto		3	8
	6, 1-12 dozen plain ditto		3	9
	7, 1-12 dozen trimmed ditto		6	1
	8, 1-12 dozen insertion ditto		7	1
	9, 1-12 dozen frilled night dresses		4	1
	10, 1-12 dozen ditto		4	4
	11, 1-12 dozen ditto		5	5
	12, 1-12 dozen trimmed ditto		9	3
	13, 1-12 dozen tucked drawers		2	2
	14, 1-12 dozen ditto		2	7
	15, 1-12 dozen high jacket bodies		1	8
	16, 1-12 dozen low ditto		2	0
	17, 1-12 dozen ditto		2	4
	18, 1-2 dozen high ditto		2	9
399	19, 1-12 dozen tucked petticoats		4	4
	20, 1-12 dozen ditto		4	9
	21, 1-12 dozen ditto		5	1
	22, 1-12 dozen ditto		5	9
	23, 1-12 dozen ditto		5	11
	24, 1-12 dozen ditto		6	10

Samples of cases 16 and 17:

	1, 1-12 dozen patent self-adjusting belts		1	0
	2, 1-12 dozen young volunteer belts		2	6
	3, 1-12 dozen cadet belts		1	9
	4, 1-12 dozen waterproof hats		3	0
	5, 1-12 dozen fancy tweed hats		3	6
	6, 1-12 dozen figured Ottoman scarves		5	6
	7, 2-12 dozen fancy ditto		6	0
	8, 2-12 dozen negligees ditto		4	0
	9, 2 dozen fancy Eureka handkerchief ties	2	2	0
	10, 2 dozen silk neckties	1	4	0
	11, 1 dozen Leopold collars		7	0
	Case	1	3	6
		32	19	6
	1 overland trunk		19	6
		£33	19	0

400 EXHIBIT 226, 227, 228.

LONDON, 16 & 17 *Cheapside, E. C.*

Invoice of 9 bales and 8 cases, marked and numbered as per margin. November 26th, 1862, shipped on board the Peterhoff, S. Jarman, master, by Welch, Margetone & Co., manufacturers and printers, consigned to order.

W. [B. B. & Co.] M.

1.	1, 1½ dozen Hivernel vests	3	3	0
	2, 1 dozen ditto	2	14	0
	3, ½ dozen ditto	6	15	0
	4, 3 dozen fancy silk wool scarves	3	3	0
	5, 6½ dozen ditto, assorted widths	7	16	0

	6, 2½ dozen ditto	4	14	6		
	7, 3 dozen 72-inch wool scarves	5	8	0		
	4 pieces silk and wool flannel shirtings, 186 y'ds	23	5	0		
	8, 12 dozen Mand. shawls	12	0	0		
	9, 12 dozen ditto	18	0	0		
	Packing bale		18	0		
					87	16	6
2.	10, 1½ dozen Hivernel vests	3	3	0		
	11, 1 dozen ditto	2	14	0		
	12, 1½ dozen ditto	6	15	0		
	13, 3 dozen fancy silk and wool scarves	3	3	0		
	14, 6½ dozen ditto, assorted widths	7	16	0		
	15, 2¼ dozen ditto	4	14	6		
	16, 3 dozen 72-inch wool scarves	5	8	0		
	17, 4 pieces silk and wool flannel shirtings, 190 yds	23	15	0		
	18, 12 Mand. shawls	12	0	0		
	19, 12 ditto	18	0	0		
	Packing bale		18	0		
					88	6	6
3.	20, 1½ dozen Hivernel vests	3	3	0		
	21, 1 dozen ditto	2	14	0		
	22, 1½ dozen ditto	6	15	0		
	23, 3 dozen fancy silk and wool scarves	3	3	0		
	24, 6½ dozen ditto, assorted widths	7	16	0		
	25, 2¼ dozen ditto	4	14	6		
	26, 3 dozen 72-inch wool scarves	5	8	0		
401	27, 4 pieces silk and wool flannel shirting, 189 yds	23	12	6		
	28, 12 Mand. shawls	12	0	0		
	29, 12 ditto	18	0	0		
	Packing bale		18	0		
					88	4	0
4.	30, 1½ dozen Hivernel vests	3	3	0		
	31, 1 dozen ditto	2	14	0		
	32, 1½ dozen ditto	6	15	0		
	33, 3 dozen fancy silk and wool scarves	3	3	0		
	34, 6½ dozen ditto, assorted widths	7	16	0		
	35, 2¼ dozen ditto	4	14	6		
	36, 3 dozen 72 inch wool scarfs	5	8	0		
	37, 4 pieces silk and wool flannel shirting	24	2	6		
	38, 12 Mand. shawls	12	0	0		
	39, 12 ditto	18	0	0		
	Packing bale		18	0		
					88	14	0
5.	40, 1½ dozen Hivernel vests	3	3	0		
	41, 1 dozen ditto	2	14	0		
	42, 1½ dozen ditto	6	15	0		
	43, 3 dozen fancy silk and wool scarves	3	3	0		

	44, 6½ dozen ditto, assorted widths	7	16	0	
	45, 2½ dozen ditto	4	14	6	
	46, 3 dozen 72-inch wool scarves	5	8	0	
	47, 4 pieces silk and wool flannel shirting, 193 y'ds	24	2	6	
	48, 12 Mand. shawls	12	0	0	
	49, 12 ditto	18	0	0	
	Packing bale		18	0	
					88 14 0
6.	1, 10 dozen colored Oxford ties	9	0	0	
	2, 10 dozen black Sydenham ties	9	0	0	
	3, 14 dozen fancy Marabout Eglinton ties	10	10	0	
402	4, 5 dozen fancy universal ties	3	5	0	
	5, 9 dozen white ditto	4	10	0	
	6, 12 dozen fancy Batiste ties	2	14	0	
	7, 10 dozen fancy Sydenham ties	9	0	0	
	8, 12 dozen fancy Dennies ties	9	0	0	
	9, 12 dozen black ribbon ties	3	0	0	
	10, 12 dozen tubular ties	7	10	0	
	11, 2 dozen colored gauze Nantiques ties	1	16	0	
	12, 6 dozen fancy Prince Alfred own scarf ties	6	6	0	
	13, 5 dozen silk scarves	16	10	0	
	14, 4 dozen braces, 749	3	2	0	
	15,14 dozen braces, 1274	3	10	0	
	16, 12 dozen braces, 1276	11	2	0	
	17, 4 dozen braces, 1271	3	18	0	
	18, 6 dozen braces, 1353	6	9	0	
	19, 40 dozen dux collars	15	0	0	
	20, 10 dozen wristbands	6	5	0	
	21, 2 dozen ditto	1	5	0	
	4 dozen boy's and ladies' collars	1	2	0	
	22, 16 dozen ladies' collars	4	8	0	
	23, 2 dozen men's longcloth shirts, linen fronts, band and wrist, approved shape, No. 1, worked and box	9	0	0	
	24, 3 dozen extra men's ditto, No. 2	23	10	0	
	25, 1 dozen ditto, No. 3	4	10	0	
	26, 2 dozen French cuff ditto, No. 3	9	0	0	
	Case lined tin, solid measurement 21 feet.	1	2	0	
					285 4 0
7.	1, 10 dozen colored Oxford ties	9	0	0	
	2, 10 dozen black Sydenham ties	9	0	0	
	3, 14 dozen fancy Marabout Eglinton ties	10	10	0	
	4, 5 dozen fancy universal ties	3	5	0	
	5, 9 dozen white ditto	4	10	0	
403	6, 12 dozen fancy Batiste ties	2	14	0	
	7, 10 dozen Sydenham ties	9	0	0	
	8, 12 dozen fancy Dennies ties	9	0	0	
	9, 12 dozen black ribbon ties	3	0	0	
	10, 12 dozen fancy tubular ties	7	10	0	
	11, 2 dozen colored gauze Nantique	1	16	0	
	12, 6 dozen fancy Prince Alfred's own scarf ties	6	6	0	

	13, 5 dozen silk scarves	16	10	0		
	14, 4 dozen braces, 749	3	2	0		
	15, 4 dozen ditto, 1,274	3	10	0		
	16, 12 dozen ditto, 1,376	11	2	0		
	17, 4 dozen ditto, 1,271	3	18	0		
	18, 6 dozen ditto, 1,353	6	9	0		
	19, 40 dozen dux collars	15	0	0		
	20, 10 dozen wristbands	6	5	0		
	21, 2 dozen ditto	1	5	0		
	4 dozen boy's or ladies' collars	1	2	0		
	22, 16 dozen ladies' collars	4	18	0		
	23, 2 dozen men's longcloth shirts, linen fronts, bands and wrists, approved shape, No. 1, worked and boxed	9	0	0		
	24, 3 dozen X men's No. 2, ditto	13	10	9		
	25, 1 dozen ditto No. 3, ditto	4	10	0		
	26, 2 dozen ditto French cuff, No. 4, ditto	9	0	0		
	Case lined tin, solid measurement, 21 ft	1	2	0		
					185	4 0
8.	1, 10 dozen Oxford ties	9	0	0		
	2, 10 dozen black Sydenham ditto	9	0	0		
	3, 14 dozen fancy Marabout Eglinton ditto	10	10	0		
	4, 5 dozen universal ditto	3	5	0		
	5, 9 dozen white ditto	4	10	0		
	6, 12 dozen fancy Batiste ditto	2	14	0		
	7, 10 dozen ditto Sydenham ditto	9	0	0		
404	8, 12 dozen ditto Dennies ditto	9	0	0		
	9, 12 dozen black ribbon ditto	3	0	0		
	10, 12 dozen fancy tubular ditto	7	10	0		
	11, 2 dozen colored gauze Nantiques ditto	1	16	0		
	12, 6 dozen fancy Prince Alfred's own scarf ties	6	6	0		
	13, 5 dozen silk scarves	16	10	0		
	14, 4 dozen braces, 749	3	2	0		
	15, 4 dozen ditto, 1,274	3	10	0		
	16, 12 dozen ditto, 1,376	11	2	0		
	17, 4 dozen ditto, 1,271	3	18	0		
	18, 6 dozen ditto, 1,353	6	9	0		
	19, 40 dozen dux collars	15	0	0		
	20, 10 dozen wristbands	6	5	0		
	21, 2 dozen ditto	1	5	0		
	4 dozen boys' or ladies' collars	1	2	0		
	22, 16 dozen ladies' ditto	4	8	0		
	23, 2 dozen men's longcloth shirts, linen fronts, band and wrists, approved shape, No. 1, worked and boxed	9	0	0		
	24, 3 dozen X men's, 2, ditto	13	10	0		
	25, 1 dozen ditto, 3, ditto	4	10	0		
	26, 2 dozen ditto, 4 French cuffs	9	0	0		
	Case lined tin, solid measurement 21 ft	1	2	0		
					185	4 0
9.	1, 10 dozen colored Oxford ties	9	0	0		
	2, 10 dozen black Sydenham ditto	9	0	0		
	3, 14 dozen fancy Marabout Eglinton ditto	10	10	0		
	4, 5 dozen fancy universal ditto	3	5	0		
	5, 9 dozen white ditto	4	10	0		

	6, 12 dozen fancy Batiste ditto	2	14	0	
	7, 10 dozen fancy Sydenham ditto	9	0	0	
	8, 12 dozen fancy Dennies ditto	9	0	0	
	9, 12 dozen black ribbon ditto	3	0	0	
405	10, 12 dozen fancy tubular ditto	7	10	0	
	11, 2 dozen colored gauze Nantiques	1	16	0	
	12, 6 dozen fancy Prince Alfred's own scarf ties	6	6	0	
	13, 5 dozen silk scarfs	16	10	0	
	14, 4 dozen braces, 749	3	2	0	
	15, 4 dozen ditto, 1,274	3	10	0	
	16, 12 dozen ditto, 1,376	11	2	0	
	17, 4 dozen ditto, 1,271	3	18	0	
	18, 6 dozen ditto, 1,353	6	9	0	
	19, 40 dozen dux collars	15	0	0	
	20, 10 dozen wristbands	6	5	0	
	21, 2 dozen ditto	1	5	0	
	4 dozen boys' or ladies' collars	1	2	0	
	22, 16 dozen ladies' ditto	4	8	0	
	23, 2 dozen men's longcloth shirts, linen fronts and bands and wrists, approved shape, No. 1, worked and boxed	9	0	0	
	24, 3 dozen X men, No. 2, ditto	1	0	0	
	25, 1 dozen ditto, No. 3, ditto	4	10	0	
	26, 2 dozen ditto, No. 4, French cuff, ditto	9	0	0	
	Case lined tin, solid measurement 21 ft	1	2	0	
					185 4 0
10.	1, 10 dozen colored Oxford ties	9	0	0	
	2, 10 dozen black Sydenham ditto	9	0	0	
	3, 14 dozen fancy Marabout Eglinton ditto	10	10	0	
	4, 5 dozen univeral ditto	3	5	0	
	5, 9 dozen white ditto	4	10	0	
	6, 12 dozen fancy Batiste ditto	2	14	0	
	7, 10 dozen ditto Sydenham ditto	9	0	0	
	8, 12 dozen ditto Dennies ditto	9	0	0	
	9, 12 dozen black ribbon ditto	3	0	0	
	10, 12 dozen fancy tubular ditto	7	10	0	
	11, 2 dozen colored gauze Nantiques	1	16	0	
406	12, 6 dozen fancy Prince Alfred's own scarf ties	6	6	0	
	13, 5 dozen ditto fancy silk scarves	16	10	0	
	14, 4 dozen braces, 749	3	2	0	
	15, 4 dozen ditto, 1,274	3	10	0	
	16, 12 dozen ditto, 1,376	11	2	0	
	17, 4 dozen ditto, 1,271	3	18	0	
	18, 6 dozen ditto, 1,353	6	9	0	
	19, 40 dozen dux collars	15	0	0	
	20, 10 dozen wristbands	6	5	0	
	21, 2 dozen ditto	1	5	0	
	4 dozen boys' or ladies' collars	1	2	0	
	22, 16 dozen ladies' ditto	4	8	0	
	23, 2 dozen men's longcloth shirts, linen fronts bands and wrists, approved shape, No. 1, worked and boxed	9	0	0	
	24, 3 dozen X men's No. 2, ditto	13	10	0	
	25, 1 dozen ditto, No. 3, ditto	4	10	0	
	26, 2 dozen ditto, No. 4, French cuffs	9	0	0	
	Case lined tin, solid measurement 21 ft	1	2	0	
					185 4 0

	11. 1, 28 dozen Angola flannel shirts	92	8	0			
	Packing bale	1	0	0			
					93	8	0
	12. 2, 28 dozen Angola flannel shirts	106	8	0			
	Packing bale	1	0	0			
					107	8	0
	13. 25 pieces super Saxony flannel, 1,196½ y'ds	139	11	10			
	Packing bale	1	3	6			
					140	11	4
	14. 25 pieces super Saxony flannel, 1,119 y'ds.	139	17	8			
	Packing bale	1	3	6			
					141	1	2
407	15. 1, 1 dozen favorite chemises	1	2	9			
	2, 1 dozen ditto chemises	1	9	3			
	3, 1 dozen ditto chemises	1	18	9			
	4, 1 dozen frilled chemises	1	19	0			
	5, 1 dozen ditto chemises	2	4	9			
	6, 1 dozen plain chemises	2	5	0			
	7, 3 dozen trimmed chemises	10	17	6			
	8, 2 dozen insertion chemises	8	10	0			
	9, 1 dozen frilled night dresses	2	9	0			
	10, 2 dozen ditto	5	5	6			
	11, 2 dozen ditto	6	9	0			
	12, 3 dozen trimmed ditto	16	14	6			
	13, 1 dozen tucked drawers	1	5	9			
	14, 1 dozen ditto	1	11	6			
	15, 1 dozen high jacket bodies	1	0	0			
	16, 1 dozen low jacket ditto	1	3	3			
	17, 1 dozen ditto	1	8	9			
	18, 1 dozen high ditto	1	12	9			
	19, 1 dozen tucked petticoats	2	12	3			
	20, 1 dozen ditto	2	17	0			
	21, 1 dozen ditto	3	1	0			
	22, 2 dozen ditto	6	18	0			
	23, 1 dozen ditto	3	10	3			
	24, 3 dozen ditto	12	7	6			
	25, 19 dozen ladies' collars	8	11	0			
	26, 19 dozen pair ditto	9	10	0			
	Case lined tin, solid measurement	1	0	0			
					119	14	0
	16. 1, 14 dozen patent self-adjusting belts	8	8	0			
	2, 2 dozen young volunteer ditto	3	0	0			
	3, 5 dozen cadet ditto	5	5	0			
	4, 1 dozen waterproof hats	1	15	0			
	5, 2 dozen fancy tweed ditto	4	4	0			
	6, 12 dozen figured Ottoman scarfs	39	12	0			
408	7, 10 dozen fancy silk scarfs	8	0	0			
	8, 10½ dozen negligee	12	12	0			
	9, 40 dozen Eureka handkerchief ties	42	0	0			
	10, 40 dozen silk ditto	24	0	0			
	11, 50 dozen Leopold collars	17	10	0			
	Case lined tin, solid measurement 14 ft.		17	0			
					177	4	0
	16. 1, 14 dozen patent self-adjusting belts	8	8	0			
	2, 2 dozen young volunteer ditto	3	0	0			

3, 5 dozen cadet ditto	5	0	5	
4, 1 dozen waterproof hats	1	16	0	
5, 2 dozen fancy tweed ditto	4	4	0	
6, 12 dozen figured Ottoman scarfs	39	12	0	
7, 10 dozen fancy silk ditto	18	0	0	
8, 10½ dozen negligee	12	12	0	
9, 40 dozen Eureka handkerchief ties	42	0	0	
10, 40 dozen silk ditto	24	0	0	
11, 50 dozen Leopold collars	17	10	0	
Case lined tin, solid measurement 14 ft.		17	0	
				177 4 0
				£2,324 9 6

Freight charges £240 4*s.* 4*d.*

I, Joseph James Welch, of the firm of Welch, Margatone & Co., 17 Cheapside, London, hereby certify that the prices quoted for the above and annexed invoices are our regular list prices and all the goods are of good value.

JOSEPH JAMES WELCH.

B. PHILLIPS, *Alderman, Dec'r* 27, 1862.

409 *Particulars of weight.*

Bale 1—183 lbs. gross; 177 lbs. nett. Bale 2—199 lbs. gross; 193 lbs. nett. Bale 3—200 gross; 194 lbs. nett. Bale 4—196 lbs. gross; 190 lbs. nett. Bale 5—197 lbs. gross ; 191 lbs. nett.

Case 6 to 10—nett weight of ties, 32 lbs. 7 oz.; nett weight of braces, 52 lbs. 6 oz.; nett weight of collars, 21 lbs. 14 oz.; nett weight of silk, 4 lbs. 2 oz.; nett weight of shirts, 55 lbs. 14 oz. Gross weight, 329 lbs; solid measurement, 21 ft.

Bale 11—nett weight, 215 lbs.; gross weight, 232 lbs. Bale 12—nett weight, 206 lbs.; gross weight, 222 lbs. Bale 13—nett weight, 282 lbs.; gross weight, 308 lbs. Bale 14—nett weight, 275 lbs.; gross weight, 303 lbs.

Case 15—nett weight of underclothing, 297 lbs.; nett weight of collars, 3 lbs. Gross weight, 304 lbs. 11 oz.

Case 16—nett weight of belts, 47 lbs. 5 oz.; nett of hats, 8 lbs. 1 oz. ; nett weight of scarfs, 23 lbs.; nett weight of collars, 27 lbs. 14 oz. ; nett weight of ties, 28 lbs. 5 oz. Gross weight, 228 lbs.

Case 17—Same as case No. 17.

EXHIBIT 229.

Invoice of goods shipped on board the "Peterhoff," (SS.) Captain S. Jarman, for Matamoras, consigned to order to be disposed of for and on account of Mr. T. P. Austin, London.

[H & A.] 1.	1 piece black cloth, 320, 37¾ yds	6	12	2
	1 piece ditto, 1,093, 49 yds	6	2	6
	1 piece ditto, 381, 37½ yds	6	11	3
	1 piece ditto, 1,184, 50 yds	8	2	6
410	1 piece ditto, 1,092, 50½ yds	6	18	10
	1 piece ditto, 545, 37½ yds	8	8	9
	1 piece ditto, 550, 37¾ yds	8	9	10
	1 piece ditto, 1,085, 57½ yds	6	9	4
	In a case of tin	1	12	0
2.	1 piece ditto, 366, 37 yds	9	5	0

[H & A.]	2.	1 piece ditto, 1,208, 57¼ yds	7	17 6
		1 piece ditto, 1,170, 49½ yds	6	16 1
		1 piece ditto, 477, 38 yds	6	13 0
		1 piece ditto, 466, 37¼ yds	7	9 0
		1 piece ditto, 556, 38¼ yds	7	13 0
		1 piece ditto, 553, 51 yds	6	7 6
		1 piece ditto, 653, 37 yds	6	0 3
		In a case and tin	1	12 0
	3.	10 pieces cheviots, 99, 80½; 96, 45¼; 97, 44¼; 97 47¼; 98, 44¼; 96, 54; 96, 45; 97, 44¾, 99, 49; 77, 44½—468¾	89	16 10
		In a bale d'ble canvas tar boards and hoops	1	1 0
	4.	10 pieces cheviots, 99, 44; 98, 52¼; 96, 45½; 97, 47;		
411		77, 46¼; 96, 54¼; 95, 38¾; 98, 52¼; 99, 44; 99, 44; 46, 8¼	89	15 0
		In a bale d'ble canvas tar boards and hoops	1	1 0
	5.	8 do., 99, 43; 96, 44½; 97, 44; 97, 47½; 98, 44½; 96, 44; 98, 53; 96, 44—364½	69	17 3
		In a bale, d'bl canvas		19 0
	6.	9 do., 96, 35½; 96, 44¼; 99, 44; 98, 45½; 97, 46¼; 77, 45¼; 98, 53½; 98, 42½; 98, 42½; 77, 46½—403¼	77	5 10
		In a bale, do., do		19 6
		6 pattern cards and duplicates		15 0
		The before-named 16 p's of cloth and 37 p'cs cheviots are warranted to measure as above, 36 inches to the yard.		
[H & A]	7.	13 9-12 doz. felt hats	34	7 6
		In a case and tin	1	3 6
412	8.	7 p'cs fancy does, 21,468, 20; 21,689, 22½; 21,218, 21; 21,469, 23¼; 21,467, 18; 23,942, 45½; 23,947, 17½—167½	23	0 7
		5 Scotch cheviots, 8,726, 41½	7	15 7
		3,493, 33	5	7 3
		8,723, 43½	8	3 1
		8,685, 47½	7	14 5
		4,314, 44	7	14 0
		In a case and tin	1	11 0
		Pattern card and duplicate		2 6
	9.	24 pieces Angolas, 252, 21½; 67, 2; 313, 2¼; 170, 2; 17, 2½; 228, 3½; 239, 7; 113, 3; 309, 5; 237, 7½; 308, 3¼; 239, 2¼; 164, 4¾; 324, 8; 225, 2½; 19, 2½; 243, 8¾; 242, 5½; 255, 2½; 177, 2; 218, 5; 253, 8½; 254, 4½; 163, 2½—118½, 5*s.* 6*d.*	32	11 9
413		18 ends coatings, 192, 6; 137, 1¾; 285, 5; 199, 5¼; 196, 5½; 323, 1½; 210, 3; 292, 3; 197, 3½; 132, 3; 144, 4; 198, 8; 288, 5; 143, 3¼; 128, 8½; 265, 8½; 130, 3¼; 135, 1½—79½	21	17 3
		In a case and tin	1	6 0
		Pattern cards and dup		5 0
			£603	10 4

N. B.—The fancy does, cheviots, Angolas, and coatings are warranted to measure 36 in. to the yard.

Shipping charges, £86 15 9. Forward in bill lading.

London, 12th January, 1863.

T. P. AUSTIN.

414 EXHIBIT 230.—6. Private.

NORTHUMBERLAND ALLEY, FENCHURCH ST.,
London, 23d November, 1862.

Messrs. Redgate & Co. to J. H. Gamble & Co., patent preserved fresh provision manufacturers and export oilmen. The prize medal at the great exhibition of 1851 was awarded to J. H. Gamble for his preserved provisions.

	No. of cases.	Lbs. in each.	Aggre'te quantity.			
B [G. & Co.] B, 1–2, 2 cases.....	.....	.....	.....		7	0
Ca., 32 roast veal....	6	2	12		14	0
32 brisket beef...	6	2	12		12	0
32 stewed beef...	6	2	12		12	0
32 boiled mutton.	6	2	12		12	0
32 mut'n and veg.	6	2	12		11	0
32 roast beef....	6	2	12		14	0
32 boiled veal....	6	2	12		14	0
32 veal and veg's.	6	2	12		13	0
32 hashed mutton.	6	2	12		12	0
32 alamode beef..	6	2	12		12	0
32 roast mutton..	6	2	12		14	0
32 beef and veg's.	6	2	12		11	0
2 cases.....	.....	.....	.....		7	0
Ca., 32 Julienne soup.	6	2	12		13	0
32 hare, "	6	2	12		13	0
32 grouse, "	6	2	12		18	0
32 maccaroni,"	6	2	12		12	0
32 vermice'i, "	6	2	12		12	0
32 ox check, "	6	2	12		12	0
415 32 giblet, "	6	2	12		13	0
32 ox tail, "	6	2	12		12	0
32 vegetab's, "	6	2	12		12	0
42 crepi, "	8	2	16		16	0
52 m'k turtle, "	10	2	20	1	2	6
5–10, 6 cases.....	.....	.....	.....		15	0
Ca. 96½ es. of beef...	576	½	576	57	12	0
Customs stamp, bills of lading, dock dues, insurance, &c.....	.....	.....	.....	5	2	4
				£79	9	10

Freight and charges, £9 4 3.

EXHIBIT 231.

LONDON, 24 *December*, 1862.

11 London st., Fenchurch st., E. C., factory Rotherlute, S. E. Spadwells.

Invoice of goods shipped, pr. SS. Peterhoff, for Matamoras, by Frost Brothers, improved patent rope makers. Consigned to order.

(Triplicate.)

F 1–83.	83 coils Manilla ball lashing; 84–125, 42 coils Manilla; 126–145, 20, 12 sh'd Manilla lethen line— 100 0 12.....		230	4 11
	Cartage to Goodman's yard station....		1	0 0
			£231	4 11

Packed in canvas wrappers. Gross weight, 100 0 12; nett, 98 1 12; freight and charges, £123 5*s.* 9*d.*

416 EXHIBIT 232.

Invoice of 500 boxes tin plates, shipped by Halliday, Fox & Co., per Peterhoff, for Matamoras, consigned to S. J. Redgate Almond, esq., there for sale in ac. concerned.

1 C B.	500 boxes tin plates at 23*s*.....	575	0	0		
	2½ per box for p. b.....	5	4	2		
					580	4 2
	Insurance on £700 at 80*s*.....	28	0	0		
	Duty, 4*s.* 6*d*.....	1	11	6		
					29	11 6
					£609	15 8

E. & O. E.
London, 16 January, 1863.

HALLIDAY, FOX & CO.

Freight and charges, £242 0*s.* 1*d.*
Authentic.

pr. BELLOT BROS.,
G. P. HARDING.

EXHIBIT 233.

LONDON, E. C., *Dec.* 31, 1862.

Mr. S. J. Redgate, bo't of Truman, Hitchcock & Co. Terms, 2½ cash, conveyance.

	1 p'ce, 27-in. scarlet flannel, 48 yards, at 17*d*..		3	8 0
	1 do., 30-in. imitation, 46 do., at 14½*d*.....		2	15 7
	1 do., 36-in. Chambray, 28½ do., at 8½*d*.....		1	0 2
	1 do., 41-in do., 36 do., at 8*d*.....		1	4 0
	1 do., 38-in. Foden, 61 do., at 8½*d*.....		2	1 11
D K	1 do., 41-in. do., 60½ do., at 10¾*d*....		2	14 2
No. 2.	1 do., 44-in. check, 61½ do., at 10¾*d*.....		2	15 1
	No. 3. 1 do., 35-in. do., 80 do., at 9¾*d*.....		3	5 0
417	No. 44. 1 do., 35-in. do., 86 do., at 10*d*.....		3	11 8
	Fancy, 1 do., do., 84½ y'ds, at 5½.....		1	18 9

5, red. 1 do., 28-in. grey, 80 do., at 5¾*d*.....	1	18	4
2, do. 1, do., 28-in. do., 74½ do., at 7¾*d*.....	2	8	2
1 do., 31-in. do., 53½ do., at 5½*d*.....	1	4	6
1 do., 32-in. longcloth, 75 do., 6*d*.....	1	17	6
1 do., 32-in. medium, 89 do., at 7*d*.....	2	11	11
No. 1. 2 do., 39-in. prints, 50½, 51½, 102 yards, at 5¾*d*....	2	8	11
No. 2. 4 do., 39-in. do., 51½, 2-52, 52½, 208 do., at 7¼*d*.....	6	5	8
6 do., 31-in. do., 27, 28, 51, 4-52, 53, 263 do., 7*d*..	7	13	3
[S T R] Packing in double canvass and oil-cloth, 1 H H; size, 2 9 11 by 3 1; nett weight, 3 2 4; gross, 3 2 15		15	6
	£51	18	3

EXHIBIT 234.

No. 130.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura del S'or Dn. John G. Galbraith, que contiene trescientos veinti dos bultos de mercancias, con la marca al margen, a bordo del buque de vapor Peterhoff, Capitan Jarman, consignados a los S'ores S. J. Redgate y C'ia, de Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 14 de Enero mil ochocientos sesenta y tres.

[L. S.] JAMES L. HART.

418 EXHIBIT 235.

Invoice of 28 packages of merchandize, shipped by the undersigned, per British steamer Peterhoff, A 1, 9 years, brig rigged, S. Jarman, captain, bound for Matamoras, in the Mexican republic, and consigned to S. J. Redgate & Co. there.

[G E] 18, 210 best charcoal iron, forged, bright-head carriage bolts. ass'd sizes, ⅜, 7-16, ½ inch.....	4	3	1½
Cask, 187 lbs. gross, 175 nett, 4 1-6 cubic feet....		3	6
19, 8 dozen 5-bar, white-handled currie-combs, 2 knocks	1	14	0
3½ best stained ditto, 4 ditto, solid blocks.....	1	0	1½
Cask, 140 lbs. gross, 130 nett, 4 5-6 cubic feet.....		3	6
3, 12 12-10 dozen 7-bar, stained currie-combs as above	3	13	9½
Cask, 158 lbs. gross, 148 nett, 4 5-6 cubic feet....		3	6
4, 6 dozen 14-link best stout-bind halter chains.....	4	2	6
4 dozen 16-link M do.....	2	15	0
1 dozen stout common hooks, do.....		13	9
1 dozen jap'd spring do.....		11	0
2 gross 2-in. lined gear buckles.....	1	3	0
1 5-12 dozen scythe sharpeners....		7	2
2½ dozen ass'd manger chains, spring hooks	1	8	9
Cask, 290 lbs. gross, 270 nett, 4 ⅜ cubic feet.....		3	6
5, 8½ dozen brass escutcheons for drawer locks		19	1½
⅓ gross 1½ by ¼ carriage bolts, best bright-head, charcoal iron.....		2	8
1½ gross 2 by ¼ ditto.....		12	9
1 gross 3 by ¼ ditto.....		9	3
1½ gross 1½ by 5-16 ditto.....		12	9
1 gross 2 by 5-16 ditto.....		9	3
2 gross 2½ by 5-16 ditto.....		18	6

	1½ gross 3 by 5-16 ditto		14	7½
419	1½ gross 3 by 5-16 ditto		15	6
	2 gross, 4 by 5-16 ditto	1	2	0
	3 gross men's combs ditto	4	16	9
[G.]	5, 1½ dozen stout jap'd padlocks, 2½ inch,		16	6
	18 pairs iron press hinges, 4 and 3½		15	0
	1 8-12 gross brass escutcheons	2	5	0
	Cask, 216 lbs. gross, 206 lbs. nett; 5½ cubic ft		3	9
	6, best jap'd and lined roller, Spanish buckles	8	4	2
	4 dozen 1½ polished M roller buckles		6	0
	1 gross 1-inch ditto		10	0
	8 dozen martingale rings		5	4
	9 dozen ditto		6	9
	Cask, 218 lbs. gross, 210 lbs. nett, 3½ cubic ft		4	0
	7 best jap'd and lined roller harness buckles	5	19	4
	Cask, 153 lbs. gross, 148 lbs. nett, 3 1-16 cubic ft		3	9
	8, 1 gross 1-inch lined gear buckles		5	9
	3 gross 1¼-inch ditto		18	0
	½ gross 1½-inch ditto		4	6
	Best lined bridle buckles	8	0	10
	Best jap'd ditto	3	17	11
	Best brown ditto	2	16	4
	Cask, 147 lbs. gross, 133 lbs. nett, 5⅓ cubic feet		4	0
	10, 9 dozen horse brushes, with back, ass. 1 and 2	10	11	6
	6 dozen ditto, 10	7	10	0
	6 dozen ditto, 15	8	8	0
	1 dozen ditto, 6	1	18	0
	1 dozen ditto 50	2	6	0
	6 dozen white dandy brushes	4	5	6
	1 dozen harness oil brushes		19	0
	2 dozen water brushes	6	11	0
	2 dozen ditto	3	18	0
	2 dozen ditto	4	10	0
420	Jap'd bridle buckles	2	8	3½
	Case, 300 gross, 239 nett, 16½ cubic feet		19	0
[G. E.]	12, 24 pairs jap'd knotted trace chains	3	18	0
	Cask 217 gross, 103 lbs. nett, 2 1-16 cubic ft		4	0
	13, 1 case repeated	3	18	0
	Cask, 200 lbs. nett, 214 lbs. gross, 2¼ cubic ft		4	0
	14, 1 case repeated	3	18	0
	Cask, 205 lbs. gross, 199 lbs. nett, 2 1-5 cubic ft		4	0
	15, 1 case repeated	3	18	0
	1 cask, 20 lbs. gross, 197 lbs. nett, 2 1-5 cubic feet		4	0
	16, 1 case repeated	3	18	0
	Cask, 223 lbs. gross, 209 lbs. nett, 2 1-6 cubic feet		4	0
	25, 12 dozen B C S flat bastard 14-inch files	15	12	0
	Case, 2 0 8 gross; 1 3 26 nett; measurement 20 by 11½ by 10 inches		3	6
	26, 3 dozen B C S flat bastard files, each 12 and 14 in.	6	15	0
	7 dozen ditto, 10	4	14	6
	6 dozen ditto, 9	3	17	6
	3 dozen ditto, 8	1	7	9
	12 dozen B C S taper 2d cut files, 5	3	6	0
	18 dozen B C S taper 2d cut files 4½	4	10	0
	Case, 2 0 4 gross; 1 3 20 nett; measurement, 21½ by 12 by 10½		3	6

	27, 8 dozen B C S ½ round bastard files, 14-inch.....	12	0	0
	4 dozen ditto, 14-inch.....	6	0	0
	Case, 1 3 0 gross; 1 2 18 nett; measurement, 20½ by 11½ by 9½.....		3	6
	28, 2 dozen B C S ½ round bastard files, 13-inch.....	2	9	6
	4 dozen ditto, 12-inch.....	4	5	0
	2 dozen ditto, 11-inch.....	1	14	6
	8 dozen ditto, 10-inch.....	6	2	0
	5 dozen ditto, 9-inch.....	3	0	0
	Case, 1 2 8 gross; nett 1 1 25; 20 by 13 by 11¼.....		3	6
	29, 8 dozen B C S ½ round bastard files, 8-inch.....	3	18	0
	1 dozen B C S ½ round rough files, 12-inch.....	1	1	3
	1 dozen B C S ½ flat files, 8-inch.....	3	14	0
421	1 dozen ditto, 11-inch.....		15	9
	2 dozen B C S ½ round rough files, 12-inch.....	2	2	6
	29, 4 dozen B C S round bastard files, 10-inch.....	2	17	0
	2 dozen B C S square bastard files, 13-inch.....	2	5	0
	3 dozen ditto, 9-inch.....	1	13	9
	Case, 1 1 9 gross; 1 0 24 nett; measurement, 20 by 13 by 11½.....		3	6
		239	19	1
	45 per cent. discount, £94 18*s* 6*d*., being the amount for files.....	42	14	4
		197	4	9
	30, best cast steel, ½ and ⅝-in. square, 2 0 14.....	5	17	3½
	Case, 2 1 0 gross; 2 0 14 nett; measurement, 54 inches by 5½ by 6.....		5	9
	31, 1 case repeated, ¾ and 2⅛-inch ditto, 2 0 9.....	5	14	9½
	Case, 2 0 23; 2 0 9; 54 inches by 5½ by 6.....		5	9
	32, 1 case repeated, 1-inch ditto, 2 0 8.....	5	14	4
	Case, 2 0 22; 2 0 8; 54 inches by 5½ by 6.....		5	9
	33, 1 case repeated, 1⅛-inch ditto, 2 0 8.....	5	14	4
	Case, 2 0 22; 2 0 8; 54 inches by 5½ by 6.....		5	7
	34, 1 case repeated, 1¼-inch ditto, 2 0 8.....	5	14	4
	Case, 2 0 22; 2 0 8; 54 by 5½ by 6.....		5	9
	35, 1 case repeated, 1⅜-inch ditto, 1 3 14.....	5	3	6
	1 case, 2 0 0; 1 3 14; 5 inches by 5½ by 6.....		5	9
	36, 1 case repeated, 1½-inch ditto, 1 3 22.....	5	7	5
	1 case, 2 0 8; 1 3 22; 5 inches by 5½ by 6.....		5	9
	37, 1 case, repeated, assorted ditto, 1 3 22.....	5	7	5
	Case, 2 0 8; 1 3 22; 54 inches by 6½ by 6.....		5	9
	22, 33 best handled axes.....	7	16	9
	Case and tin, gross 296½ lbs.; nett 278½; 36½ by 13 by 10½.....		10	0
		£252	10	11

422 EXHIBIT 236.

Invoice of 37 packages of merchandise consigned by John G. Galbraith per British steamer Peterhoff, A 1, 9 years, brig rigged, S. Jarman, captain, bound for Matamoras, in the republic of Mexico, to S. J. Redgate & Co. there.

R. D. G.	51, 13 pieces 22-inch reps, 627½ yards.....	16	5	0
	12 pieces 24-inch fancy reps, 376 yards.....	15	12	0

	Box and tin; size, 28 by 27 by 27; gross, 226 lbs.; nett, 153 lbs		12	0
	52, 25 pieces 24-inch embroidered reps, 1,223 yards	32	10	0
	Box and tin; size, 53 by 27 by 26; gross, 269 lbs. nett, 188 lbs		12	0
	53, 15 pieces 23½-inch Genoa checks, 48 yards each	17	12	6
	10 pieces 23½-inch Camlet plaids, 48 yards each	16	10	0
	Box and tin, size 27 by 23 by 23; gross weight, 208 lbs.; nett 153 lbs		12	0
	54 dozen woolen shirts, colored, No. 1	5	12	0
	2 dozen ditto, No. 2	3	8	0
	2 dozen ditto, No. 3	4	6	0
	6 dozen ditto, No. 4	13	16	0
	5 dozen ditto, No. 5	13	15	0
	Bale tarpaulin, &c.; size, 33½ by 21 by 33½; gross, 178 lbs.; nett, 153 lbs		12	0
	55, 87 11-12 dozen men's cotton half hose, No. 1	19	15	5
	28 11-12 ditto, No. 3	10	2	6
	Box and tin; size, 32½ by 25 by 24½; gross, 212 lbs.; nett, 147 lbs		10	0
	56, 99 11-12 dozen men's cotton half hose, No. 2	32	9	6
	20 dozen ditto, No. 3	7	0	0
	Box and tin; size 32½ by 25 by 23; gross 209 lbs.; nett, 137 lbs		10	0
	58, 21 11-12 dozen imitation Mexican shirts, No. 4	21	18	4
	9 11-12 dozen imitation heavy Mexican shirts, No. 5	14	7	7
	19 11-12 dozen imitation ribbed do., No. 6	18	18	5
	4 6-12 dozen merino shirts, No. 7	6	19	6
	Bale, tarpaulin, &c.; size, 20 by 28 by 40; gross, 370½ lbs.; nett, 339 lbs		10	0
	59, 1 dozen woollen shirts, colored, No. 1	1	8	0
	16 dozen ditto, No. 6	27	10	0
	6 dozen ditto, No. 7	18	6	0
	4 dozen ditto, No. 8	14	12	0
	Bale, tarpaulin, &c.; size, 32 by 21 by 33½; gross, 199 lbs.; net, 178 lbs.		10	0
	200, 41 dozen men's felt hats, No. 65	75	17	0
	Box and tin; size, 50 by 40 by 30; gross, 266 lbs.; nett, 155 lbs	1	5	0
	201, 7 dozen men's felt hats, No. 65	12	19	0
	15 4-12 dozen ditto, No. 60	26	1	4
	20 4-12 dozen ditto, No. 55	31	0	0
423	Box and tin; size, 50 by 40 by 29½; gross, 22.4; net, 104 lbs	1	5	0
	350, one half chest Young Hyson, gross weight 81 lbs.; net weight 66 lbs	9	1	6
	351, one half chest Young Hyson, gross weight 81 lbs.; net weight 66 lbs	9	1	6
	352, one half chest Young Hyson, gross weight 81 lbs.; net weight 66 lbs	9	1	6
	353, one half chest Young Hyson, gross weight 82 lbs.; net weight 67 lbs	9	4	3
	354, one half chest Young Hyson, gross weight 76 lbs.; net weight 61 lbs	8	7	9
	355, one half chest Young Hyson, gross weight 81 lbs.; net weight 66 lbs	9	1	6

356, one half chest Young Hyson, gross weight 81 lbs.; net weight 66 lbs	9	1	6
357, one half chest Young Hyson, gross weight 81 lbs.; net weight 66 lbs	9	1	6
358, one half chest Young Hyson, gross weight 83 lbs.; net weight 68 lbs	9	7	0
359, one half chest Young Hyson, gross weight 81 lbs.; net weight 66 lbs	9	1	6
360, one half chest Young Hyson, gross weight 81 lbs.; net weight 66 lbs	9	1	6
361, one half chest Young Hyson, gross weight 80 lbs.; net weight 65 lbs	8	18	9
362, one half chest Young Hyson, gross weight 82 lbs.; net weight 67 lbs	9	4	3
363, one half chest Young Hyson, gross weight 81 lbs.; net weight 66 lbs	9	1	6
364, one half chest Young Hyson, gross weight 82 lbs.; net weight 67 lbs	9	4	3
365, one half chest Young Hyson, gross weight 82 lbs.; net weight 67 lbs	9	4	3
366, one half chest Young Hyson, gross weight 82 lbs.; net weight 67 lbs	9	4	3
367, one half chest Young Hyson, gross weight 81 lbs.; net weight 66 lbs	9	1	6
368, one half chest Young Hyson, gross weight 82 lbs.; net weight 67 lbs	9	4	3
369, one half chest Young Hyson, gross weight 76 lbs.; net weight 61 lbs	8	7	9
370, one half chest Young Hyson, gross weight 82 lbs.; net weight 67 lbs	9	4	3
371, one half chest Young Hyson, gross weight 81 lbs.; net weight 66 lbs	9	1	6
372, one half chest Young Hyson, gross weight 80 lbs.; net weight 65 lbs	8	18	9
373, one half chest Young Hyson, gross weight 82 lbs.; net weight 67 lbs	9	4	3
374, one half chest Young Hyson, gross weight 81 lbs.; net weight 66 lbs	9	1	6
375, one half chest Young Hyson, gross weight 81 lbs.; net weight 66 lbs	9	1	6
376, one half chest Young Hyson, gross weight 82 lbs.; net weight 67 lbs	9	4	3
	£730	6	9

EXHIBIT 237.

Invoice of 7 packages merchandize shipped by the undersigned, per British steamer Peterhoff, A 1, 9 years, brig rigged, S. Jarman, captain,
424 bound for Matamoras, in the Mexican republic, and consigned to S. J. Redgate & Co. there.

[G. E]	1, 17 1-16 doz. fine drab Cavours	24	0	8
	Case, 9*s.*; tin, 6*s.* 6*d.*; gross, 1 0 4; net, 0 1 8; meas't 15¼ ft		15	6
	2, 13 10-12 doz. fine drab Cavours	19	7	4
	5 extra ditto	7	10	0

	Case, 9*s.*; tin, 6*s.* 6*d.*; gross, 1 0 10; nett, 0 1 12; meas't, 15¼ ft.		15	6
	21,200 oz. Pelletier's quinine	70	0	0
	Case and tin; gross, 1 0 12; nett, 0 0 12½; meas't, 6.2		12	0
	23, 72 doz. table knives and forks	18	0	0
	2 doz. ditto		15	6
	1 doz. ditto		8	3
	1 doz. ditto	1	0	6
	2 doz. ditto	2	2	0
	1 doz. desert knives and forks		15	9
	2 doz. ditto	1	12	6
	7-12 doz. ditto		7	10½
	Case and tin; gross, 2 1 7; nett, 1 3 25; meas't, 7 ft.		12	6
	24, 72 doz. table knives and forks	18	0	0
	1 doz. ditto		7	9
	2 doz. ditto		16	6
	2 doz. ditto	2	1	0
	1 doz. ditto	1	1	0
	2 doz. dessert knives and forks	1	11	6
	1 doz. ditto		16	3
	Case and tin; gross, 2 1 5; nett, 1 3 23; meas't, 7 ft.		12	6
		174	2	4½
	11, 5 riding saddles	7	10	0
	4 ditto	8	4	0
	4 ditto	10	4	0
	½ doz. best Pelham bridle polished bits	2	17	0
	3 superior Pelham bridle galvanized bits	1	14	6
	1 bridles complete	2	2	0
	3 martingales round bord. rings		13	6
	3 ditto		14	6
425	4 saddle clothes, lined, wool	1	6	0
	Case and tin; gross, 278½ lbs.; nett, 217 lbs.; 16⅓ cubic ft.	1	6	9
	20, 1 riding saddle, 76*s.*; valise, 24*s.*; saddle-bags, 17*s.* 6*d.*	5	17	6
	1 bridle complete, best		16	6
	1 round martingale		4	6
	1 horse brush		3	3
	1 water brush		3	3
	1 curriecomb, 6*d.*; 1 mane comb, 3*d.*			9
	1 box; gross, 44 lbs.; nett, 38 lbs.; 5½ cubic ft.		1	0
		£218	1	4½

Railway carriage; passing entries, dock dues, bills of lading; marine insurance; samples; freight and primage as p. bills of lading.

EXHIBIT 238.

R D—C.	11, 100 men's brown army Bluchers	46	5	0	
	Box and tin, 3 0 by 2 1 by 9 9; gross, 2 3 23; nett, 1 pair, 2 lbs. 1 oz.		12	0	
					46 17 0

12, one case repeated				46	17	0
13, 100 men's brown army Bluchers	38	15	0			
Box and tin, 3 0 by 2 1 by 1 8; gross, 2 2 27; net, 2 0 27, 2 lb. 8 oz.	12	0				
				39	7	0
14,215, 2 cases repeated				78	14	0
16, 100 men's army Bluchers, rivets	32	10	0			
Box and tin, 3 0 by 2 1 by 1 8; gross, 2 3 16; net, 2 1 16, 1 pair, 2 lb. 9 oz	12	0				
				33	2	0
12–20, 4 cases repeated				132	8	0
320, 20,000 ex. superfine cream-lined envelopes	7	0	0			
7,250 ditto, official	6	10	6			
Box and tin; gross, 248 lbs.; net, 183 lbs.; 10½ feet	14	0				
				14	4	6
321, 12 reams superfine cream-laid foolscap, ruled	6	12	0			
426 2,000 ex. superfine ditto official envelopes, No. 11	1	16	0			
Box and tin; gross, 231 lb.; net, 180 lbs.; 6½ feet	11	0				
				8	19	0
322, one case repeated				8	19	0
323, 12,000 ex. superfine cream-laid official envelopes, No. 12	13	10	0			
Box and tin; gross, 265 lbs.; net, 193 lbs.; 11½ feet	15	0				
				14	5	0
324, 13,700 superfine cream-laid official envelopes. No. 11	12	7	6			
500 ditto, No. 11½		10	6			
500 ditto, No. 12		11	3			
				13	9	3
Box and tin; gross, 240 lbs.; net, 175 lbs.; 11½ feet					15	0
325, 12,000 ex. superfine cream-laid official envelopes, No. 11½	12	12	0			
Box and tin; gross, 226 lbs.; net, 168 lbs.; 40¼ feet	15	0				
				13	7	0
326, 12 reams superfine large, cream-laid, ruled letter paper	11	14	0			
Box and tin; gross, 250 lbs.; net, 206 lbs.; 5½ feet	10	0				
				12	4	0
327, one case repeated				12	4	0
328, 10 reams superfine large, thick, cream-laid folded letter	11	0	0			
Box and tin; gross, 239 lbs.; net, 196 lbs.; 4¾ feet	10	0				
				11	10	0

	329 to 331, 3 cases repeated, 5 cubic feet each; gross, 238 lbs.; net, 195 lbs. ea....			34	10 0
	332, 14 reams superfine cream-laid foolscap, flat....	9	5 6		
	Box and tin; gross, 241 lbs.; net, 202 lbs.; 5⅔ feet....		10 0		
				9	15 6
	333 to 338, 6 cases repeated, all 5⅔ feet....			58	13 0
	333, gross, 241 lbs.; net, 202 lbs. 334, gross, 240 lbs.; net, 201 lbs. 335, gross, 240 lbs.; net, 201 lbs. 336, gross, 242 lbs.; net, 202 lbs. 337, gross, 242 lbs.; net, 202 lbs. 338, gross, 242 lbs.; net, 202 lbs.				
B D—G.	339, 2 r'ms superfine cream-laid foolscap flat	1	6 6		
	6 do., do., double do....	7	14 6		
427	Box and tin; gross, 234 lbs.; nett, 199 lbs.; 5 feet....		10 0		
				9	11 0
	340, 6 r'ms superfine cream-laid double foolscap....	7	14 6		
	2 do., do., foolscap ruled....	1	2 0		
	Box and tin, gross, 234 lbs.; nett, 197 lbs.; 5 feet....		10 0		
				9	6 6
	341 and 442, 2 cases repeated. 341, gross, 236 lbs.; nett, 198 lbs. 342, gross, 236 lbs.; net, 198 lbs....			18	13 0
	343, 7 reams superfine cream-laid double foolscap....	9	0 3		
	Box and tin; gross, 236 lbs.; nett, 198 lbs.; 5 feet....		10 0		
				9	10 3
	344 to 349 and 375 to 378, 10 boxes repeated; size of 344 to 347, 5–2 feet each....			95	2 6
	344, gross, 241 lbs.; nett, 202 lbs. 345, gross, 238 lbs.; nett, 199 lbs. 348 to '9 and 375 to 378, 56⅛ each. 346, gross, 238 lbs.; nett, 201 lbs. 347, gross, 242 lbs; nett, 201 lbs. 348, gross, 240 lbs.; nett, 200 lbs. 349, gross, 243 lbs.; nett, 201 lbs. 375, gross, 237 lbs.; nett, 200 lbs. 376, gross, 241 lbs.; nett, 200 lbs. 377, gross, 240 lbs.; nett, 201 lbs. 378, gross, 241 lbs.; nett, 199 lbs.				
	379, 10 reams superfine thick cream-laid post folio....	9	7 6		
	Box and tin; gross, 244 lbs.; nett, 205 lbs.; 5½ feet....		10 0		
				9	17 6
	380 to 388, 9 boxes repeated, 5½ feet each....			88	17 6
	380, gross, 242 lbs.; nett, 203 lbs. 381, gross, 243 lbs.; nett, 205 lbs. 382, gross, 243 lbs.; nett, 204 lbs. 383, gross, 244 lbs.; nett, 205 lbs. 384, gross, 248 lbs.; nett, 209 lbs. 385, gross, 246 lbs.; nett, 206 lbs. 386, gross, 243 lbs.; nett, 204 lbs. 387, gross, 247 lbs.; nett, 208 lbs. 388, gross, 246 lbs.; nett, 205 lbs.				

428	389, 12 r'ms extra superfine cream-laid letter		11	8	0	
	Box and tin; gross, 214 lbs.; nett, 177 lbs.; $4\frac{2}{3}$ feet			9	6	
						11 17 6
	390 to 396, 7 cases repeated, $4\frac{2}{3}$ feet each					83 2 6
	390, gross, 217; nett, 177. 391, gross, 218; nett, 178. 392, gross, 214; nett, 177. 393, gross, 214; nett, 177. 394, gross, 214; nett, 177. 395, gross, 217; nett, 178. 396, gross, 217; nett, 179.					
	397, 12 reams superfine large cream-wove commercial post		9	0	0	
	Box and tin; gross, 237 lbs.; nett, 200 lbs.; 5 feet			10	0	
						9 10 0
	398, at 9*s.* 2*d.*, boxes repeated, 5 feet each					19 0 0
	398, gross, 234; nett, 198. 399, gross, 236; net, 200.					
	400, 10 reams superfine large cream-wove commercial post		7	10	0	
	2 do., cream-laid ruled letter paper		1	19	0	
	Box and tin; gross, 243 lbs.; net, 207 lbs.; 5 feet			10	0	
						9 19 0
	401, 10 reams superfine large cream-wove folded letter, (or note)		8	17	6	
	Box and tin; gross, 240 lbs.; net, 170 lbs.; 5 feet			10	0	
						9 7 6
	402, one box repeated, 5 feet; gross, 208 lbs.; net, 170 lbs					9 7 6
	403, 10 reams pink demy blotting paper		7	10	0	
	Box and tin; gross, 228 lbs.; net, 172 lbs.; $9\frac{1}{2}$ feet			14	0	
						8 4 0
	404, one case repeated, $9\frac{1}{2}$ feet; gross, 227 lbs.; net, 171 lbs					8 4 0
429	405, 4 r'ms superfine large cream-laid ruled letter paper		3	18	0	
	4 do. ex. do., do		3	16	0	
	220 gross steel pens, various		14	13	4	
	120 do., do		10	10	0	
	110 do., do		12	7	6	
	10 do., do., Maginnes'		1	15	0	
	5 do., do., do		1	15	0	
	25 do., do., do		3	8	9	
	4 gross long tapered penholders		1	0	0	
	3 rosewood accommodating		1	2	6	
	Box and tin			12	0	
						54 18 1
	21, 70 doz. pairs men's half hose, worsted		47	5	0	
	Bale, O. C. and tarp'g pack'g, &c.; gross weight, $255\frac{1}{2}$ lbs.; net, 215 lbs.; size, $40\frac{1}{2}$, $35\frac{1}{2}$, and $26\frac{1}{2}$			17	0	
						48 2 0

	22, 70 doz. pairs, one bale, repeated; gross, 260½ lbs.; net, 218 lbs.; size, 42 by 34⅛ by 26½				48	2 0
	23, 28 11-12 doz. pairs men's half hose, worsted		20	16 6		
	29½ doz. pairs do		20	3 11		
	Bale, O. C. and tarp'g packing, &c., gross, 23 lbs.; net, 195 lbs.; size, 40½ by 36 by 25½			15 6		
					41	15 11
	24, 12 trying planes, 22, 7 lb. 1 oz. each.		3	12 0		
	12 jack-planes, 3 lb. 14 oz each		2	17 0		
	24 smoothing planes, 1 lb. 12 oz. each.		4	16 0		
					11	5 0
	Box and tin; size, 3 by 25 by 20; gross. 249 lbs.; net, 184 lbs					15 0
	25 to 27, 3 boxes repeated; 25, gross, 246 lbs.; net, 181 lbs. 26, gross, 251 lbs.; net, 186 lbs. 27, gross, 249 lbs.; net, 184 lbs				36	0 0
	28, 36 jack-planes, 3 lbs. 14 oz. each		8	11 0		
	12 pair grooving planes		3	6 0		
	Box and tin, size, 34 by 25 by 20; gross, 239 lbs.; net, 124 lbs			15 0		
					12	12 0
430	29, 6 jack-planes		1	8 6		
	9 pair grooving planes, 1		2	9 6		
	21 do., do., ⅞		5	15 6		
	7 do., do., ¾		1	16 9		
	21 do., do., ⅝		5	5 0		
	6 do., do., ½		1	10 0		
	Box and tin; size, 34 by 25 by 20; gross, 234 lbs.; net, 169 lbs			15 0		
					19	0 3
	30, 20 rabbet planes, 1¼		2	11 8		
	18 do., do., 1		2	6 6		
	14 bead do., ⅜		1	11 6		
	24 do., do., ½		2	18 0		
	16 do., do., ⅝		1	18 8		
	12 do., do., ¾		1	12 0		
	18 do., do., ¼		2	0 6		
	6 pair grooving planes, ⅝		1	10 0		
	9 do., do., ½		2	5 0		
	2 do., do., ⅜			10 0		
					19	3 10
	Box and tin; size, 34 by 25 by 20; weight, gross, 247 lbs.; net, 182 lbs.			15 0		
						15 0
	31, 36 bead planes, ⅝		4	7 0		
	30 do., do., ¾		4	0 0		
	24 do., do., ½		2	18 0		
	24 do., do., ⅜		2	14 0		
	24 do., do., ¼		2	14 0		
	Box and tin; size, 34 by 25 by 20; gross weight, 219½ lbs.; net, 154 lbs			15 0		
					17	8 0
	32, 4 doz. cast-steel cut , 2 in		1	18 0		
	4 do., do., 2⅛		2	0 0		
	4 do., do., 2¼		2	6 0		

	4 do., do., $2\frac{1}{8}$	2	14	0	
	1 do., do., $2\frac{5}{8}$		2	0	
431	1 do., $2\frac{1}{4}$		9	6	
	2 do., $2\frac{3}{8}$	1	1	0	
	2 do., 21-2	1	2	0	
	$\frac{1}{2}$ doz. best double $2\frac{3}{8}$		9	7	
	$\frac{1}{2}$ doz., best cast-steel mortice chisels, $\frac{1}{4}$		6	9	
	$\frac{1}{4}$ doz., $\frac{3}{8}$		3	9	
	$\frac{1}{3}$ doz., $\frac{1}{2}$		5	10	
	1 doz., 7-16		16	3	
	1 doz., 7-16	1	0	3	
	$\frac{1}{2}$ doz. best cast-steel locket chisels, $\frac{3}{8}$		5	9	
	1 doz., $\frac{5}{8}$		12	3	
	1 doz., $\frac{7}{8}$		14	6	
	1 doz. compasses, 6-inch	1	2	0	
	1 6-12 do., 7-inch	1	16	0	
	1 6-12 do., 8-inch	1	19	0	
	$\frac{1}{2}$ do., 9-inch		14	6	
	2 doz. best cupboard locks, 4-inch		16	6	
	12 doz. twisted gimblets	1	16	0	
	12 doz. shell do.	1	4	0	
	12 doz. smooth frame saw files, 5-inch.	4	1	0	
	3 doz. cast-steel cooper's head saws, 22-in	3	6	0	
	Box oil-paper, &c.; size, $33\frac{1}{2}$ by 20 by 15; gross weight, $200\frac{1}{2}$; net, $149\frac{3}{4}$ lbs.		12	6	
					34 4 11
B D—G. 35	2 p'cs coating, 54-inch, $87\frac{3}{4}$ y'ds	16	9	1	
	2 do., 53-inch, 85 y'ds	15	11	8	
	2 do., 52-inch, $95\frac{1}{2}$	17	2	3	
	Box and tin; gross weight, 280 lbs.; net, 214 lbs		16	0	
					49 19 0
	36, 4 p's coating, 53-inch, $170\frac{3}{4}$ y'ds	31	6	1	
	1 do., 52-inch, $43\frac{3}{4}$ y'ds	7	16	9	
	1 do., 54-inch, 41 y'ds	7	13	9	
	Box and tin; gross weight, 277 lbs.; net, 207 lbs.		16	0	
					47 12 7
432	37, 3 p's coating, 53-inch, $124\frac{3}{4}$ y'ds	22	17	5	
	2 do., 52-inch, $89\frac{1}{2}$ y'ds	16	0	9	
	1 do., 54-inch, 42 y'ds	7	17	6	
	Box and tin; gross weight, 272 lbs.; net, 202 lbs		16	0	
					47 11 8
	38, 4 p's coating, 53-inch, $167\frac{1}{4}$ y'ds	30	13	3	
	2 do., 52-inch, $85\frac{3}{4}$ y'ds	15	7	3	
	Box and tin; gross weight, $251\frac{1}{2}$ lbs.; net, 197 lbs		16	0	
					46 16 6
	39, 3 p's coating, 47-inch, 162 y'ds; 2 do., 48-inch, $120\frac{3}{4}$ y'ds; 1 do., 49-inch, 61 y'ds	27	4	5	
	Box and tin; gross weight, 254 lbs.; net, 195 lbs		16	0	
					28 0 3

40, 3 p's coating, 48-inch, 180¼ y'ds; 3 do., 49-inch, 178¾ y'ds	19	8	11	
Box and tin; gross weight, 213½ lbs.; net 153½ lbs		15	0	
				20 3 11
41, 4 p's coating, 48-inch, 227¼ y'ds	12	6	2	
2 do., 49-inch, 120½ y'ds	8	10	4	
Box and tin; gross weight, 227½ lbs.; net, 166 lbs		15	0	
				21 11 6
42, 2 p's coating, 49-inch, 111¾ y'ds	7	18	4	
1 do., 50-inch, 50¾ y'ds	3	11	11	
1 do., 50-inch, 112½ y'ds	8	13	5	
2 do., 48-inch, 55⅛ y'ds	4	5	7	
Box and tin; gross weight, 24½ lbs.; net, 188 lbs		15	0	
				25 4 3
43, 1 p's coating, 49-inch, 54¾ y'ds	4	4	5	
5 do., 50-inch, 291¾ y'ds	23	1	11	
Box and tin; gross weight, 238½ lbs.; net, 178 lbs		15	0	
				28 1 4
44, 6 p's coating, 50-inch, 351¾ y'ds	27	16	11	
1 do., 51-inch, 46 y'ds	4	4	4	
433 1 do., 52-inch, 47 y'ds	4	6	2	
Box and tin; gross weight, 266 lbs.; net 202 lbs		15	0	
				37 2 5
45, 3 p's coating, 48-inch, 147¾ y'ds	13	10	10	
1 do., 51-inch, 47 y'ds	4	6	2	
45, 1 p's coating, 49-inch, 50¾ y'ds	5	9	11	
2 do., 50-inch, 102¼ y'ds	11	7	0	
Box and tin; gross weight, 264½ lbs.; net, 301½ lbs		15	0	
				35 8 11
46, 6 p's coating, 52-inch, 283 y'ds	45	19	9	
Box and tin; gross weight, 254 lbs.; net, 178½ lbs		15	0	
				46 14 9
47, 5 p's checks, 239 y'ds	9	19	4	
1 p's camlet plaid, (Magenta,) 49 y'ds.	2	9	0	
9 do., 437¾ y'ds	20	1	4	
Box and tin; 27½ by 22½ by 14½; gross weight, 137½ lbs.; net, 96½ lbs		12	6	
				31 2 2
48, 2 p's Melton, 52-inch, 79¾ y'ds	13	19	10	
1 do., 52-inch, 47½ y'ds	7	5	5	
1 do., 50-inch, 47 y'ds	7	8	10	
1 do., 52-inch, 46¼ y'ds	7	10	4	
1 do., 48-inch, 19¼ y'ds	3	17	0	
Box and tin; gross weight, 185½ lbs.; net, 127½ lbs		15	0	
				40 16 5
49, 3 p's tweed, 50-inch, 168 y'ds	11	4	0	
1 do., 50-inch, 58 y'ds	4	11	10	

	3 do., 49-inch, 184¼ y'ds		13	16	4	
	1 do., 52-inch, 26 y'ds		3	7	2	
	Box and tin; 33 by 29 by 27; gross weight, 334 lbs.; net, 253 lbs			16	0	
						33 15 4
	50, 1 p's 48-inch tweed, 61¼ y'ds		4	1	8	
	1 do., 50-inch tweed, 48½ y'ds		5	9	1	
434	1 do., 51-inch tweed 47 yds		6	1	5	
	1 do., 52-inch tweed, 56¼ y'ds		7	5	4	
	2 do., 52-inch tweed, 92¼ y'ds		11	12	11	
	Box and tin; size, 34 by 29 by 24; gross weight, 304 lbs.; net, 227 lbs			15	0	
						34 15 5
	57, 9 6-12, dark large hose		7	16	0	
	6 2-12, white do		5	14	1	
	3 11-12, men's grey and white striped half hose		2	10	11	
	2 11-12, men's grey and white striped half hose		1	3	4	
	4 11-12, men's grey and white striped half hose		2	7	11	
	2 11-12, men's grey and white striped half hose		1	14	3	
	3 11-12, do., slate ribed half hose		2	15	10	
	5 11-12, do., white do		4	4	4	
	5 11-12, do., white do		4	16	2	
	6 11-12, do., fancy do		4	18	7	
	8 11-12, do., fancy do		6	18	2	
	Bale tarp'g, sheet packing, &c.; size, 27½ by 24½ by 26; gross, 154 lbs.; net, 133½ lbs		1	4	0	
						46 0 4
	100 to 119, 20 kegs cut nails, 16 1 10 net		11	12	10	
	2½-in. 10*d.* nails, 20 kegs, gross weight		2	0	0	
						13 12 10
	120 to 149, 30 kegs cut nails, 2½-in., 8*d.* 21 1 14 net		17	13	5	
	30 kegs, gross weight, 26 3 4		3	0	0	
						20 13 5
	150 to 189, 40 kegs cut nails, 2-in., 6*d.* 32 2 0; net		24	3	5	
	40 kegs, gross weight, 35 2 24		4	0	0	
						28 3 5
	190 to 199, 10 kegs cut nails, 1½-in., 4*d.*, 8 0 14 net		6	3	11	
	10 kegs, gross weight, 8 3 20		1	0	0	
						7 3 11
	250, 100 pairs men's Bluchers, rivets, as'ted		2	6		38
	Box and tin; size, 36 by 25 by 20; gross weight, 314 lbs; net, 260 lbs			12	6	
						38 15 0
	251 to 259, 900, nine boxes repeated					348 15 0
	280, 50 pairs men's Bluchers, assorted		17	10	0	
435	Box and tin; size, 20½ by 26½ by 21¼; gross, —— lbs.; nett, —— lbs			10	0	
						18 0 0

281 to 295, 750, fifteen boxes, repeated				270	0	0
296, 40 pairs men's Bluchers, assorted as above	14	0	0			
Box and tin; size, 26½ by 26½ by 17¾; gross, —— lbs.; nett, —— lbs.		9	6			
				11	9	6
297, 50 pairs extra heavy kip Bluchers, assorted	22	10	0			
Box and tin; size, 20½ by 26½ by 24½; gross, —— lbs.; nett, —— lbs.		11	0			
				23	1	0
298 to 318, 1,050, twenty boxes, repeated				484	1	0
319, 60 pairs extra heavy kip Bluchers, assorted as above	27	11	0			
Box and tin; size, 20½ by 26½ by 24; gross, —— lbs.; nett, —— lbs.		11	6			
				27	11	6
				£3,258	15	10

Railway carriage, &c.; dock dues, papers, entries, and bills of lading, &c.; marine insurance on £ , at per cwt.; do. 5 per cent. brokerage; weight and primage, as per bills of lading; samples. E. E.

EXHIBIT 239.

DOCKYARD, WEST HARTLEPOOL, *Dec.* 16, 1862.

Adventure to Matamoras, per SS. Peterhoff, to Pile, Spence & Co., Dr.:

First quality tarred hemp rope:

		cwt.	qr.	lbs.
PS, No. 1, 2 coils 3-inch, 100 fathoms each coil		3	1	24
2, 2 coils 3 ditto		3	3	16
3, 2 coils 3 ditto		3	3	12
4, 2 coils 3 ditto		3	3	25
436	5, 2 coils 3 ditto	3	3	26
	6, 2 coils 2¾ ditto	2	2	0
	7, 2 coils 2¾ ditto	2	2	0
	8, 2 coils 2½ inch, 75 fathoms each coil	2	0	6
	9, 2 coils 2½ ditto	2	0	7
	10, 2 coils 2½ ditto	1	3	24
	11, 2 coils 2½ ditto	2	0	2
	12, 2 coils 2½ ditto	2	0	10
	13, 2 coils 2½ ditto	2	0	2
	14, 2 coils 2½ ditto	2	0	3
	15, 2 coils 2¼ ditto	2	2	0
	16, 2 coils 2¼ inch, 100 fathoms each coil	2	1	25
	17, 2 coils 2¼ ditto	2	2	7
	18, 2 coils 2¼ ditto	2	1	22
	19, 2 coils 2¼ ditto	2	1	11
	20, 2 coils 2¼ ditto	2	1	10
	21, 2 coils 2¼ inch, 75 fathoms each coil	1	2	21
	22, 2 coils 2¼ ditto	1	2	18
	23, 2 coils 2¼ ditto	1	3	18
	24, 2 coils 2¼ ditto	1	2	17
	25, 2 coils 2¼ ditto	1	2	18
	26, 2 coils 2¼ ditto	1	2	14

	27, 2 coils 2 inch, 100 fathoms each coil	1	2	16
	28, 2 coils 2 ditto	1	2	21
	29, 2 coils 2 ditto	1	2	18
	30, 2 coils 2 inch, 75 fathoms each coil	1	1	6
	31, 2 coils 1¾ inch, 100 fathoms each coil	1	1	7
	32, 2 coils 1¾ ditto	1	1	10
	33, 2 coils 1¾ ditto	1	1	7
	34, 2 coils 1¾ ditto	1	1	9
	35, 2 coils 1¾ ditto	1	1	8
	36, 2 coils 3½ inch, 75 fathoms each coil	4	2	24
	37, 2 coils 3½ ditto	4	1	19
	38, 2 coils 3½ ditto	3	1	26
	39, 2 coils 3 ditto	3	1	0
	40, 2 coils 6 thread, ditto	1	2	1
437	41, 2 coils 6 ditto	1	1	2
	42, 2 coils 6 ditto	1	2	10
	43, 2 coils 6 ditto	1	2	26
	44, 2 coils 6 ditto	1	2	2
	45, 2 coils 6 ditto	1	1	25
		101	2	6
	101 cwt. 2 qrs. 6 lbs. of rope, at 45*s*	228	9	11
	45 mats, at 9*d*	1	3	19
	Labor, marking, and packing	1	5	0
		£231	8	8

Adventure to Matamoras, per SS. Peterhoff, to Pile, Spence & Co., Dr.:

Peterhoff. Owner.	10 bales gunny-cloth, 28 in. wide, 1,559 yards, at 4¾*d*.	30	17	1
	13 bales stout cotton wrapping, 29 in. wide, 1,988 yards, at 4¾*d*	39	6	11
	Customs stamps, 2*s.* 6*d.*; bills of lading, 3*s*		5	6
	Cartage to dock, wharfage, and shipping	1	0	0
		£71	9	6

Adventure to Matamoras, per SS. Peterhoff, to Pile, Spence & Co., Dr.:

[P. S. & Co.]	No. 1 to 11, Cotton press	£250	0	0

438 EXHIBIT 240.

LONDON, *Oct.* 27, 1862.

Messrs. Pile, Spence & Co.:

DEAR SIRS: Referring to our negotiation relative to the matter of the laying on of a first-class screw boat of about 700 to 800 tons gross register, to proceed to the Rio Grande, it is understood and agreed between us that half the difference between the freight carried out and home, after deduction of the hire at the rate of 30*s.* per ton per month, together with the cost of coals, pilotage, port charges, extra labor, and all the expenses usually borne by charterers on a government time charter, be credited to and paid to us, as agents, by way of commission; that half the freight for the cotton brought home in the cabins, house, and bunkers, (if any per,) and space on deck, is

to be credited to and paid us; and that as such agents, and by way of further commis., we are to have an additional commis. of 5 per cent. on gross amount of freight as a consideration for our services in procuring this freight or employment. We shall esteem it a favor your confirming the within.

We are, dear sir, yours truly,

(Signed) JAMES J. BENNETT & WAKE.

27th Oct., 1862.

Messrs. James J. Bennett & Wake:

DEAR SIRS: We have your favor of this date respecting the freight out and home of a first-class steamer for Rio Grande, which we beg to
439 accept, confirm, and agree to.

Remaining, dear sirs, yours faithfully,

(Signed) PILE, SPENCE & CO.

Endorsed: Contract with Messrs. J. J. Bennett & Wake. J. Spencer.

EXHIBIT 241.

LONDON, 30*th Dec.*, 1862.

Messrs. Pile, Spence & Co., per Peterhoff, bo't of Ford, Curtis & Curtis:

Peterhoff, owners.	10 bales gunny-cloth, 28 ins. wide, 1,559 y'ds, at 4¾*d*.....	30	17	1
	13 bales stout cotton wrapping, 29 ins. wide, 1,988 y'ds, at 4¾*d*.....	39	6	11
	Customs stamps, 2*s.* 6*d.*; bills of lading, 3*s*.....		5	6
	Cartage to dock, wharfage, and shipping.....	1	0	0
	Freight, £47 4*s.* 6*d.*; expenses, £2 14*s.* 6*d*.....	49	19	0
	Insurance.....	2	10	0
		£123	18	6

MANCHESTER, *Dec.* 24*th*, 1862.

Messrs. Pile, Spence & Co. bo't of J. Bowes:

One hydraulic cotton press, with ram to lift 4 ft., and set of pumps, complete.....	170	0	0
Two birch railway boxes, bound with iron, and fitted up with wheels, stillages, rails, &c., £37 10*s.* each.....	75	0	0
	245	0	0
1½ per cent. disc't.....	3	13	6
	241	6	6
Freight, £65 8*s.*; expenses, £5.....	70	8	0
Insurance.....	5	5	0
	£316	19	6

440 EXHIBIT 242.

Manufacturers of rails, chains, switches, carriages, and bar iron of every description.

PENDLETON IRON WORKS, *Manchester, Dec'r* 26, 1862.

Messrs. Pile, Spence & Co.:

GENT'N: I herewith enclose a tracing of the cotton press erected. This shows it erected for cotton goods, but the only difference when put for pressing cotton is that the table is put level with the ground, so that the boxes can run on the table.

The tracing may be useful to the parties putting it up. You see from the enclosed letter how necessary it was to have some cash ready.

I have had some trouble with having to get the work done at different places, but got all made right and sent off on the 24th inst., and hope it is safe at the ship by this time.

Yours, respectfully,

J. BOWES.

Pencil: It has cost £250.

[Here follows diagram, page 441.]

442 EXHIBIT 244.

[L. S.] No. 132.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura de los S. S. Wilson, Bowles y Ca., que contiene noventa bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff, Capitan Jarman, consignados al mismo, Capitan Stephen Jarman a Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 14 de Enero mil ochocientos sesenta y tres.

JAMES L. HART.

443 EXHIBIT 245.

Shipped, in good order and well conditioned, by Wilson, Bowles & Co., on board the good steamship or vessel called the Peterhoff, whereof S. Jarman is master for the present voyage, now lying at anchor off the Thames, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, ninety bales merchandise, (weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin,) being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the act of God, the queen's enemies, fire, machinery, boilers, steam, and all and every other dangers and accidents of the seas, rivers, and steam navigation of whatever kind or nature soever excepted) unto order or assigns. Freight for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

W. B. & Co. W 1.... ..... 85 bales.
VD W. B. & Co. W 86-90.. 5 "
90 "

Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing light-

ers can cross the bar, or a penalty will be incurred of ten pounds per day after that period.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 8th day of Jan'y, 1863.

S. JARMAN.

Deliver to Capt. S. Jarman, or order.

WILSON, BOWLES & CO.

Freight, 1,522 ft. 6 in., at £8 per ton of 40 ft.....	304	10	0
10 per cent. primage.....	30	1	0
	334	11	0
Consul's certificate.....		18	6
2½ per cent. com. on £2,308 14*s*.....	57	14	4
	£393	3	10

Say, three hundred and ninety-three pounds three shillings and ten pence, and duplicate consul's certificate extra, eighteen shillings and six pence.

444 EXHIBIT 246.

Invoice of 90 bales woollen shipped by Wilson, Bowles & Co., per "Peterhoff" steamer to Matamoras, and consigned to order. Returns to be made to the undersigned on account of the concerned.

1863. 90 bales woollens.

W. B. & Co.	1 to 80. 80 bales, 2,000 pairs, gov. reg. grey blankets, 66 by 84, at 15*s*....1,500	0	0		
W	8½. 2 bales 80 pieces white serge, 36 in., 24 y'ds, 11 lbs., 1,920 yards, at ¼*d*. ¾*d*.....	134	0	0	
	8 3-5. 3 bales, 120 pieces, white serge, 30 in., 24 y'ds, 8½ lbs., 2,280 yards, at ½*d*.....	168	0	0	
VD W. B. & Co. W.	86 to 90. 5 bales, 200 pieces, white serge, 30 in., 24 y'ds, 8½ lbs, 4,800 yards, at ½*d*.....	280	0	0	
	Packing 90 bales with double canvas tar.....	67	10	0	
	2 pairs blankets, samples.....		15	0	
				2,150	5 0

Charges:

Bills lading and peltus....		10	0
Entry and customs stamps.....		10	0
Consul's certificates and notarial charges.....	1	11	0
Cartage.....	2	16	0
Dock charges.....	5	14	0

Clearance and shipping 90 bales, at 1s. per bale..					4	10	0
Freight payable at Matamoras.....							
Premium of insurance on £2,650, at £5 5s. per cent.....			139	2	6		
Duty on £2,700, at 4s. 6d. per cent.....		6	1	6			
Commission effecting £2,650, at 1s. 4d. per cent.....		6	12	6			
			12	14	0		
					151	16	6
						167	7 6
Due 20 Dec., 1862.....						£2,317	12 6

445 London, 15th January, 1863.
E. E. WILSON, BOWLES & CO.

Triplicate. Authentic.

Pr. BELLOT & BROS.,
G. P. HARDING.

No. 134. EXHIBIT No. 247.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura de los S'ores Pile, Spence y Cia, que contiene trescientos noventa y seis bultos de mercancias con la marca al margen a bordo del buque de vapor Peterhoff, Capitan S. Jarman, consignados al mismo capitan a Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

[L. S.] JAMES L. HART.

446 EXHIBIT 248.

Shipped, in good order and well conditioned, by J. Spence, in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, and now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, three hundred and sixty-two packages merchandise, as per endorsement. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the act of God, the queen's enemies, fire, machinery, boilers, steam, and all and every other dangers and accidents of the seas, rivers, and steam navigation of whatever nature and kind soever excepted,) unto order or to assigns. Freight for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, primage and average accustomed.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin. 2 bundles shovels in dispute; if on board, to be delivered.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9th day of Jan'y, 1863.

S. JARMAN.

EXHIBIT 249.

Shipped, in good order and well conditioned, by Ford, Curtis & Curtis, in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master in this present voyage, and now riding at anchor in the Thames, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, three cases medicines, (weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin,) being marked and numbered as in the margin, and are to be delivered in the like good order and well condition at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the act of God, the queen's enemies, fire, machinery, boilers, steam, and all and every other dangers and accidents of the seas, rivers, and navigation of whatsoever nature and kind soever excepted,) unto order or to assigns. Freight for the said goods to be paid in London, ship lost or not lost, with primage and average accustomed.

[J F. C. & C.] 1-3.

Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which bills being accomplished the others to stand void.

Dated in London, Jan'y, 1863.

S. JARMAN.

P S 1–45, 45 coils rope; [×] A B C D E F G H I J K L M N, 14 casks; [×] 1–29, 29 kegs nails; 50–2, 3 cases; 53–8, 6 casks; 75, 1 cask; 76–7, 2 cases; 78–81, 4 casks; 100–59, 60 smith's bellows; 82–201, 120 bales spades and shovels; 175–216, 42 anvils; 217–18, 2 casks; 230–5, 6 cases; 236, 1 cask; 250–76, 27 bales spades and shovels—362.

2 bundles shovels in dispute; if on board, to be delivered.

	S.	J.	
Freight, 3,339 ft. 8 in., at £8 pr. 40 ft	667	18	8
8 tons, 3 cwt. 2 qrs. 18 lbs. at £8 per 20 cwt	65	9	3
	733	7	11
10 per cent. p'ge	73	6	10
2½ per cent. com'n on £2,440 13s. 8d.	61	0	8
	£867	15	5

Say, eight hundred and sixty-seven pounds fifteen shillings and five pence.

J. SPENCE.

Deliver to the order of Captain Stephen Jarman.

FORD, CURTIS & CURTIS.

Consul's certificate and duplicate	1	17	0
2½ per cent. commission on £196 11s. 6d.	4	18	3
	£6	15	3

Say, sixteen pounds fifteen shillings and three pence.

447 EXHIBIT 250.

No. 126.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura de los S'ores Ford, Curtis y Curtis, que contiene tres cajas de mercancias con la marca al margen a bordo del buque de vapor Peterhoff, Capitan Jarman, consignados al mismo Capitan Stephen Jarman en Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 14 de Enero mil ochocientos sesenta y tres.

[L. S.] JAMES L. HART.

448 EXHIBIT 250—2d.

Shipped, in good order and well conditioned, by S. Jarman, in and upon the good steamship or vessel called the Peterhoff, whereof S. Jarman is master in this present voyage, and now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, fifteen packages merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days after arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day for that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the act of God, the queen's enemies, fire, machinery, boilers, steam, and all and every other dangers and accidents of the seas, rivers, and steam navigation of whatever nature and kind soever excepted,) unto order or to assigns. Freight for the said goods as per agreement, primage and average accustomed. Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

[S J] 1-8	8 trunks.
Capt. S. Jarman,	2 cases.
[S J] 1-2	2 cases.
Capt. S. Jarman 1-2	2 cases.
	1 case.
	15

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 6th day of Jan'y, 1863.

S. JARMAN.

449 EXHIBIT 251.

No. 147.

James L. Hart, vice consul de la republica Mexicana en Londres.

Certifico haber recibido la factura del Capitan S. Jarman que contiene quince bultos de mercancias con la marca al margen a bordo del buque de vapor "Peterhoff," capitan el mismo S. Jarman, consignados al mismo capitan a Matamoras.

Y para que conste doy la presente firmada por mi en Londres a 16 de Enero mil ochocientos sesenta y tres.

[L. S.] JAMES L. HART.

EXHIBITS 252 TO 259.

I, John Veun, of the city of London, a notary public, duly admitted and sworn, practising in the said city, do hereby certify and attest that the signature "Joseph Spence" subscribed to the certificate hereunto annexed, marked with the letter "A," is truly that of Joseph Spence, esquire, to me,

the said notary, well known as a partner in the house of trade established at West Hartlepool, in the county of Durham, in England, and also of No. 2 Cowper's court, Cornhill, in this city, carrying on business under the
450 firm of "Pile, Spence & Co.," and that the said signature was this day so signed in my presence.

Whereof an act being required, I, the said notary, have granted these presents under my notarial firm and seal to serve and avail when and where need may require.

Done and passed in London the seventh day of January, in the year of our Lord one thousand eight hundred and sixty-three.

[NOTARIAL SEAL.] JOHN VEUN, *Not. Pub.*

A.

I, Joseph Spence, a partner in the firm of Pile, Spence & Co., of West Hartlepool, do hereby certify that the several prices set opposite to and against each item in the accounts hereunto annexed are the respective reasonable fair invoice values of the goods therein mentioned.

London, 7th January, 1863.

JOSEPH SPENCE.

26 WATLING ST., LONDON.

Messrs. Pile, Spence & Co., Hartlepool, bought of Powis, James & Co.:

1862.				
Dec. 19,	4 pairs smith's bellows, 26-in., 65*s*.....	13	0	0
	4 pairs smith's bellows, 28-in., 76*s*.....	15	4	0
	4 pairs smith's bellows, 30-in., 42*s*.....	18	8	0
	6 pairs smith's bellows, 32-in., 110*s*.....	33	0	0
451	12 pairs smith's bellows, 34-in., 137*s*.....	82	4	0
	12 pairs smith's bellows, 36-in., 176*s*.....	105	12	0
	12 pairs smith's bellows, 38-in., 220*s*.....	132	0	0
	3 pairs smith's bellows, 40-in., 276*s*.....	41	8	0
	3 pairs smith's bellows, 42-in., 300*s*.....	45	0	0
		485	16	0
	Disc't 50 p'r ct.....	242	18	0
		242	18	0
	Packing 12 bellows, at 2*s*.....	1	4	0
	Packing 48 bellows, at 2*s*. 6*d*.....	6	0	0

Marked 100 to 159 with a cross. 100 to 103, length, 4 11; width, 2 2; depth, 7 in. 104 to 107, length, 5 6; width, 2 4; depth, 8 in. 108 to 111, length 6; width, 2 6; depth, 7 in. 112 to 117, length, 6 6; width, 2 8; depth, 9 in. 118 to 129, length, 7; width. 2 10; depth, 10 in. 130 to 141, length, 7 6; width, 3; depth, 11 in. 142 to 153, length, 8; width, 3 2; depth, 11 in. 154 to 157, length, 8 3; width, 3 4; depth, 11 in. 158 to 159, length, 8 6; width, 3 6; depth 11 in.—60 packages, weighing in all 4 tons 15 cwt. 25 lbs.

1 warranted good anvil, 175.....	3	2	
1 warranted good anvil, 176.....	3	7	
1 warranted good anvil, 177.....	3	11	
1 warranted good anvil, 178.....	3	18	
1 warranted good anvil, 179.....	3	27	
1 warranted good anvil, 180.....	1	0	5

	1 warranted good anvil, 181	1	0	13
	1 warranted good anvil, 182	1	0	16
	1 warranted good anvil, 183	1	0	26
	1 warranted good anvil, 184	1	1	1
452	1 warranted good anvil, 185	1	1	3
	1 warranted good anvil, 186	1	1	6
	1 warranted good anvil, 187	1	1	2
	1 warranted good anvil, 188	1	2	4
	1 warranted good anvil, 189	1	2	9
	1 warranted good anvil, 190	1	2	18
	1 warranted good anvil, 191	1	2	29
	1 warranted good anvil, 192	1	3	5
	1 warranted good anvil, 193	1	3	10
	1 warranted good anvil, 194	1	3	17
	1 warranted good anvil, 195	1	3	4
	1 warranted good anvil, 196	2	0	5
	1 warranted good anvil, 197	2	0	10
	1 warranted good anvil, 198	2	0	15
	1 warranted good anvil, 199	2	0	16
	1 warranted good anvil, 200	2	0	17
	1 warranted good anvil, 201	2	0	22
	1 warranted good anvil, 202	2	0	22
	1 warranted good anvil, 203	2	1	13
	1 warranted good anvil, 204	2	1	29
	1 warranted good anvil, 205	2	2	6
	1 warranted good anvil, 206	2	2	11
	1 warranted good anvil, 207	2	2	13
	1 warranted good anvil, 208	2	2	21
	1 warranted good anvil, 209	2	2	26
	1 warranted good anvil, 210	2	3	12
	1 warranted good anvil, 211	2	3	22
	1 warranted good anvil, 212	3	0	2
	1 warranted good anvil, 213	3	0	8
	1 warranted good anvil, 214	3	2	6
	1 warranted good anvil, 215	3	3	6
	1 warranted good anvil, 216	4	0	27
		84	1	26

	84 cwt. 1 qr. 26 lbs., at 30*s.* 9*d.*			129 17 6
453	42 covers for above, at 9*d*			1 11 6
	42 anvils, marked 175 to 216, weighing 4 tons 4 cwt. 1 qr. 26 lbs.; 6 best bright staple vices, 3 cwt. 2 qrs. 5 lbs.; 22 ditto black vices, 11 cwt. 0 qrs. 4 lbs.			30 16 2
	1 cask, 217 cwt.; gro. w't, 15 cwt. 3 qrs. 20 lbs			1 10 0
	6 best bright staple vices, 3 cwt. 2 qrs. 16 lbs.; 22 black vices, 11 cwt. 1 qr. 4 lbs			31 7 5
	1 cask, 218; gro. w't, 16 cwt. 0 qrs. 14 lbs			1 10 0
	Measurement of each cask 46 by 50.			
	2 doz. best round-mouth shovels, No. 2, 34*s.*	3	8	0
	6 doz. ditto, No. 3, 36*s*	10	16	0
	6 doz. ditto, No. 4, 38*s*	11	8	0
	2 doz. ditto, No. 5, 40*s*	4	0	0
	1 doz. square shovels, rivetted eyes, No. 0, 30*s*	1	10	0
	1 doz. ditto, No. 1, 32*s*	1	12	0

Dec. 19.	1 doz. ditto, No. 2		1	14	0	
	1 doz. ditto, No. 3		1	16	0	
	1 doz. ditto, No. 4		1	18	0	
	2 doz. best spades, rivetted eyes, No. 1, 32*s*		3	4	0	
	2 doz. ditto, No. 2, 34*s*		3	8	0	
	2 doz. ditto, No. 3, 36*s*		3	12	0	
			48	6	0	
	Disc't, 20 per c't		9	13	2	
						38 12 10
	27 wrappers for above, at 9*d*					1 0 3
454	Weight and measure, round points, No. 2. No. 2, 59 doz., 3.2 long, 13 by 11; No. 3, 68 doz., 3.3 long, 13 by 11; No. 4, 72 doz., 3.3½ long, 14 by 12; No. 5, 75 doz., 3.4 long, 15 by 13. Square shovels, No. 0, 56 doz., 3.1½ long, 11 by 11; No. 1, 63 doz., 3.2 long, 11 by 11; No. 2, 63 doz., 3.2½ long, 11 by 12; No. 3, 68 doz., 3.3 long, 12 by 12; No. 4, 74 doz., 3.3½ long, 14 by 12. Spades, No. 1, 60 doz., 3.1 long, 10 by 12; No.2, 69 doz., 3.1½ long, 10 by 12; No. 3, 72 doz., 3.2 long, 10 by 12. 27 bundles, marked 250 to 276.						
	1 cask pickaxes					10 14 6
	No. 75, 1 cask, size, 31 by 29; gro. w't, 6 cwt. 3 qrs. 18 lbs.; net, 6 cwt. 2 qrs. 0 lbs.					10 0
	4 doz., 5-lb. pat picks, 60*s*					12 0 0
	No. 76, case, size, 41 by 19 by 15; gro., 14 cwt. 0 qrs. 4 lbs.; tare, 2 qrs. 4 lbs.; net, 13 cwt. 2 qrs.					10 0
	2 doz. pat American pickaxes, No. 2					6 6 0
	1 doz. ditto, No. 3					3 4 0
	No. 77, ½ doz. ditto, No. 4					1 11 0
	1 doz. ditto, No. 8					2 15 0
	1½ doz. ditto, No. 9					3 19 6
	Case, size, 46 by 20 by 19; gro., 5 cwt. 3 qrs. 6 lbs.; net, 5 cwt. 0 qrs. 6 lbs					10 0
						£528 7 9

26 Watling Street, London.

Messrs. Pile, Spence & Co., Hartlepool, bought of Powis, James & Co.:

Dec. 19.	Bro't from last invoice				528 7 9
	20 doz. American hatchets, No. 44, No. 1, 30*s*				30 0 0
	No. 78, 1 cask, size, 31 by 28; gro., 3 cwt. 3 qrs. 2 lbs.; net, 3 cwt. 1 qr. 16 lbs				10 0
455	3 doz. American hatchets, No. 44, No. 2, 31*s*				4 13 0
	4 doz. ditto, No. 4, 34*s*				6 16 0
	1 doz. side hatchets				1 12 3
	No. 79, 1 doz. 1,297 broadaxes, ea. 4, 36*s*				3 8 0
	2 doz. ditto, ea. 5, 39*s*				7 18 0
	1 cask, size, 31 by 29; gro., 4 cwt. 2 qrs. 12 lbs, net, 4 cwt. 0 qrs. 22 lbs				15 0
	1 cask wedgeaxes, 33 ass'd, 5 cwt. 0 qrs. 14 lbs				28 14 0

Dec. 19.	No. 80, cask, size, 26 by 21; gro. 5 cwt. 1 qr. 14 lbs.; net, 5 cwt. 0 qrs. 14 lbs				10	0
	1½ doz. 1¼ cast-steel Chippain'g hammers, 25*s*			1	17	6
	½ doz. 1¼ lb. ditto, 30*s*				15	0
	2 doz. 1¾ lb. ditto, 33*s*			3	6	0
				9	3	3
	7 (only 2 cast-steel) Chippain'g hammers, 39*s*			1	2	9
	No. 81, 18 solid steel broadside axes, 38 blued axes, 2 qrs. 9 lbs			3	5	0
	16 cast-steel benchside axes, 14 blued, 2 qrs. 18 lbs			3	12	0
	1 cask, size, 15 by 19; gro., 2 cwt. 1 qr. 4 lbs.; net, 2 cwt. 0 qrs. 16 lbs				7	6
	82 to 121, 10 doz. eye-tree spades, extra, 36*s*	66	0	0		
	122 to 161, 10 doz. round-mouth shovels, 36*s*	66	0	0		
	162 to 201, 10 doz. square-mouth shovels, 36*s*	66	0	0		
		198	0	0		
456	Disc't, 20 per c't	39	12	0		
				158	8	0
	120 wrappers for above, at 9*d*			4	10	0
	Measurement as above.					
	5 doz. double jack-planes, 2⅛ irons			9	0	0
	No. 230, 3 doz. ditto, 2 irons, 33*s*			4	19	0
	1 case, 42½ by 38 by 20½			1	0	0
	1 doz. d'ble jack planes, 2⅛ irons, 36*s*			1	16	0
	3 doz. ditto, 2⅛-irons, 39*s*			5	17	0
	6 doz. d'ble smoothing planes, 2¼ irons, 27*s*			8	2	0
	6 doz. ditto, 2⅛-irons, 26*s*			7	16	0
	1 doz. ditto, 2-irons, 25*s*			1	5	0
	No. 231, 1 case, size, 42½ by 38 by 23			1	0	0
	3 doz. C. S. jack-planes, 2¼-inch, 42*s*			6	6	0
	2 doz. ditto, 41*s*			8	2	0
	1 doz. smoothing planes, 2¼-inch, 36*s*			1	16	0
	1½ doz. ditto, 2⅛-inch, 33*s*			2	9	6
	1 case			1	0	0
	No. 232, 1 doz. C. S. jack-planes, ea. 2, 40*s.*; 2⅛-inch, 41*s*			4	1	0
	2 doz. smoothing planes, 2¼-inch, 36*s*			3	12	0
	1½ doz. ditto, 2⅛-inch, 33*s*			2	9	6
	2 doz. ditto, 2-inch, 30*s*			3	0	0
	6 doz. single smoothing planes, 2-inch, 18*s*			11	8	0
	2 doz. double ditto, 2-inch, 30*s*			3	0	0
	1½ doz. single ditto, ea. 2⅛, 20*s.*; 2¼, 24*s*			3	7	6
	3 doz. old file iron screws			2	2	0
	No. 233, 2 doz			1	0	6
	1 doz			1	3	0
457	1 case, size, 42½ by 39 by 23			1	0	0
	1 doz. eyed-shell augers				8	0
	3 doz. ditto			15	16	6
	6 doz. ditto			9	0	0
	½ doz. Scotch screw augers			2	2	0
	No. 234, 1 doz. ditto			3	18	0
	1 case, size, 35 by 33 by 15			1	0	0

Dec. 19.	3 gross shell gimlets, ass't., 15*s*.			2	5 0
	3 gross ditto, No. 1, 21*s*.			3	3 0
	2 gross ditto			6	12 0
	1 gross twisted gimlets			3	18 0
	2 doz. cast-steel, shell, spike gimlets			2	2 0
	Case, size, 30 by 18½ by 15			1	0 0
	79 sledge hammers, 6 cwt., at 36*s*.			10	16 0
	No. 236, 1 cask, size, 22 high by 20 wide				10 0
	W't of packages, as under:				
	No. 230 is 4 cwt. 3 qrs. 14 lbs. gro.; 3 cwt. 3 qrs. net.				
	No. 231 is 6 cwt. 1 qr. 20 lbs. gro.; 5 cwt. 1 qr. net.				
	No. 232 is 5 cwt. 1 qr. 24 lbs. gro.; 4 cwt. 1 qr. net.				
	No. 233 is 6 cwt. 1 qr. 20 lbs. gro.; 5 cwt. 1 qr. 10				
458	lbs. net. No. 234 is 6 cwt. 1 qr.; 5 cwt. 1 qr. net.				
	No. 235 is 1 cwt. 1 qr. gro.; 1 cwt. net. No. 236 is				
	6 cwt. 24 lbs. gro.; 6 cwt. net.				
	10 G. S. cross-cut saws, 8 ft., 13*s*.			7	10 0
	60 ditto, 6 ft., 7*s*. 6*d*.			22	10 0
	No. 50, 1 case			1	0 0
	Case and lining, 9 by 14 by 12; gro. wt., 6 cwt. 0 qr. 21 lbs.; net, 5 cwt. 16 lbs.				
	20 G. S. cross-cut saws, 6½ ft., 8*s*. 6*d*.			8	10 0
	10 ditto, 7 ft., 10*s*.			5	0 0
	42 ditto, 7½ ft., 11*s*. 6*d*.			24	3 0
	No. 51, 1 case			1	0 0
	Case 9 ft. by 15 in. by 11 in.; gro. wt., 7 cwt., 1 qr. 7 lbs.; net, 6 cwt. 1 qr. 21 lbs.				

26 Watling Street, London.

Messrs. Pile, Spence & Co., Hartlepool, bought of Powis, James & Co.:

Dec. 19.	Amount from last invoice				940	14 3
	2 doz. mill-saw bastard files	5	8	0		
	12 doz. ditto	13	16	0		
	10 doz. ditto	15	2	6		
	20 doz. ditto	11	15	0		
	6 doz. round, rough, 16-in.	11	8	0		
	2 doz. 3-square, 16-in., 38*s*.	3	16	0		
	2 doz. equalling, smooth files, round edges, double cut, 12-in., 33*s*.	3	6	0		
	5 doz. 16-in. horse rasps, ½ file, 38*s*.	9	10	0		
	1 doz. 15-in. ditto, 32*s*.	1	12	0		
		75	13	6		
	Disc't, 20 p'r c't	15	2	8		
					60	10 10
459	No. 53, 1 cask, size 30 by 22; gro., 8 cwt. 2 qr. 24 lbs.; net, 8 cwt. 1 qr. 12 lbs					15 0
	2½ doz. hand bastard files, 14-in., 28*s*. 6*d*.	3	11	3		
	2 7-12 doz. ditto, 12-in., 19*s*. 6*d*	2	10	4		
	1-12 doz. ditto		3	1		
	3 doz. ½-r'd bastard files, 12-in., 18*s*. 6*d*.	2	15	6		
	½ doz. 14-in. ditto, 26*s*.		8	8		
	11-12 doz., 12-in., hand, smooth, 26*s*.	1	3	10		
	½ doz., 14-in., ditto, 36*s*		18	0		
	1-12 doz. 16-in. ½-r'd smooth, 34*s*		2	10		
	5-12 doz. ditto, 24*s*. 6*d*.		10	2½		

Dec. 19.	1⅜ doz. 13-in. ditto, 30*s*.....	2	10	0		
	1-12 doz. 12-in. square bastard, 16*s*. 6*d*..		1	4½		
	½ doz. 14-in. round bastard, 26*s*.....		13	0		
	1-12 doz. 3-square bastard, 12 in., 16*s*. 6*d*		1	4½		
	6 doz. 12-in mill-saw bastard, 16*s*. 6*d*.....	4	19	0		
	10 doz. 14-in. horse rasps, ½ file, 26*s*.....	13	0	0		
	247 lb. strong files, bastard cut, ass'd, 16 to 18 inches broad, ½ round *round*, 3-square and square, at 1*s*. 5*d*.....	17	9	11		
	86 lb. strong files, smooth cut, ass'd, hand and ½-round, 1*s*. 9*d*.....	7	10	6		
		58	8	10½		
	Disc't, 20 p'r c't.....	11	13	9		
					46	15 1
	No. 54, 1 case, size, 30 by 22; net weight, 7 cwt. 3 qrs. 19 lbs.....				15	0
	6 doz. C. S. flat bastard.....		8	17 0		
	12 doz. ditto.....		23	14 0		
	4 doz. ½-round ditto.....		10	0 0		
	3 doz. 14-inch, ditto, 26*s*.....		3	18 0		
	4 doz. square ditto.....		7	18 0		
		54	7	0		
	Disc't, 20 p'r c't.....	10	17	7		
					43	9 5
460	2 doz. C. S. firmer chisels.....				1	18 6
	6 doz. ditto.....				6	13 3
	12 doz. ditto.....				10	16 0
	9 doz. ditto, 1-in., 5*s*. 6*d*.....				2	9 6
	No. 55, 12 doz., ditto, 4*s*. 6*d*.....				2	14 0
	12 doz. ditto, 6*s*.....				3	12 0
	3 doz. socket chisels.....				3	10 6
	4 doz. ditto, 1-in., 10*s*. 6*d*.....				2	2 0
	Cask, gro., 9 cwt. 1 qr.; net, 8 cwt. 3 qrs. 13; size, 30 by 24.....				1	0 0
	12 best braces.....				19	10 0
	12 plated braces, at 36 bright b'ts, 13*s*.....				7	16 0
	18 doz. buck handle saw-sets, 7*s*. 6*d*.....				6	15 0
	No. 56, cask, gro., 2 cwt. 3 qrs.; net, 2 cwt. 1 qr. 3 lbs.; size, 31 by 23.....				1	0 0
	10 doz. 26-inch handsaws, 18*s*.....				9	0 0
	5 doz. 28-inch ditto, 21*s*.....				5	5 0
	4 doz. 18-inch ditto, 14*s*.....				2	8 0
	½ doz. 20-inch ditto, 14*s*.....					7 0
	½ doz. bucksaws.....					19 9
	1¼ doz. ditto, 8-in., 10*s*.....					12 6
	2 doz. ditto, 10-in., 15*s*.....				1	10 0
	8¾ doz. ditto, 12-in., 20*s*.....				8	15 0
	No. 57, 6 doz., ditto, 14-in., 24*s*.....				7	4 0
	1½ doz. ditto, 16-in., 27*s*.....				2	0 6
	Cask, size, 42 by 14; gro., 6 cwt. 3 qrs.; net, 5 cwt. 2 qrs.....				1	10 0
	4½ doz. C. S. handsaws, 18-in, 12*s*.....				2	14 0
	9½ doz. ditto, 26-in., 18*s*.....				8	11 0
	4¾ doz. ditto, 28-in., 21*s*.....				4	19 9

Dec. 19.	1½ doz. 30-inch handsaws, 29*s*.			1 10 6
	2 doz. blued back, 10-in., 16*s*.			1 12 0
461	4 dozen ditto, 12-inch, 21*s*.			4 4 0
	6 dozen ditto, 14-inch, 24*s*.			7 4 0
	1½ dozen ditto, 16-inch, 30*s*.			2 5 0
	Cask and lining, 1 gro. 6 0 17; net 5 0 17; size 40 by 12			1 10 0
				£1,236 17 10

The whole of these goods were sent direct from our works, in Staffordshire, to ship Peterhoff, loading in the Victoria docks, London.

Summary of packages.

60 smith's bellows, marked 100 to 159; 42 anvils, 175 to 216; 2 cask vices, 217 to 218; 27 dozen spades shovels, 250 to 276; 1 cask hardware, 75, 78, 79, 80, 81; 1 cask hardware 76, 77; 120 dozen spades and shovels, 82 to 201; 6 cases hardware 230 to 235; 1 cask hardware 236; 3 cases steel goods, 50 to 52; 6 cases steel goods, 53 to 58.

26 Watling Street, London.

Messrs. Pile, Spence & Co., bought of Powis, James & Co.:

Dec. 19, 1862.	100 gro. 7 to 8 and patent wood screws..		6 0 10		
	Disc't, 50 per c't		3 0 5		
					3 0 5
	4 doz. 8-inch best fancy fine plate l'ks				9 12 0
	3 doz. 9-inch do				8 2 0
	2½ doz. 10-inch do				8 10 0
	4 doz. 8-inch box staples, for above				1 4 0
	3 doz. 9-inch box staples				19 6
	2 10-12 doz. 10-inch box staples				19 10
462	½ doz. 10-inch odd ward extra strong fine plate locks, 18*s*				9 0
	12 doz. 3½ d'ble hand assorted ward top'd cup'd to differ				2 8 0
	1 cask, marked A, 3 0 by 2 8; weight 7 2 0 net				8 0
	2 doz. 9-inch odd ward extra strong fine plate locks, 16*s*				1 12 0
	½ doz. 10-inch do., 18*s*				9 0
	2 doz. 10-inch, fine plate locks, 16*s*				1 12 0
	2 doz. 2½-inch gal'd iron padlocks, 70, 8*s*				16 0
	2 doz. 2-inch iron do., 5*s*. 6*d*				11 0
	2 doz. 2¼-inch iron do., 6*s*				12 0
	1 doz. do., 100 gro. 7, 8 by 9, patent wood screws		6 9 2		
	Dis't, 50 per c't		3 4 7		
					3 4 7
	1 doz. 8-inch 777 N. Banberry stock locks				18 0
	1 doz. 12-inch extra strong odd ward locks				1 10 0
	1 doz. 6-inch extra strong best fine plate locks				11 6
	1 doz. do				1 15 6
	1 doz. 3-inch cap staples, for 12-inch lock				3 0
	5 doz. 2⅜-inch do				10 0
	4 doz. 2⅛-inch do				7 0
	2 doz. 1⅞-inch do				3 0

Dec. 19.	2 doz. 8-inch fine plate locks, No. 11, 12*s*.....				1	4	0
	22 gro. pat. screws, 1¼ by 20, 4*s*. 5*d*....	4	17	2			
	24 gro. pat. screws, ⅞ by 7.....	1	9	0			
	48 gro. do., ⅝ by 5, 10*s*.....	2	0	0			
		8	6	2			
	Dis't, 50 per c't.....	4	3	1			
					4	3	1
463	Cask, marked B; size, 3 feet by 2 feet 8 inches; weight, 7 cwt. 2 qrs.....					8	0
	Best patent hooks and hinges, ass'd sizes, weight, 7 cwt. 8 qrs. 20 lbs.....				12	11	8
	Scotch T hinges, assorted, weight, 1 cwt. 2 qrs. 17 lbs.....				3	9	5
	1 cask, marked C; size, 3 feet 4 inches by 2 feet 8 inches; weight, 9 cwt. 2 qrs. 9 lbs. net.....					8	0
	No. 1, 4-inch wr't spikes, 2 cwt. 13 lbs., 17*s*. 6*d*....						
	2, 4½-inch do., 1 cwt. 3 qrs. 5 lbs., 17*s*.....						
	3, 4½-inch do., 2 cwt., 17*s*.....						
	4, 3½-inch do., 2 cwt., 18*s*.....						
	5, 5-inch do., 2 cwt., 16*s*. 6*d*.....						
	6, 7 and 9-inch do., 2 cwt., 16*s*. 6*d*.....						
	7, 6½-inch do., 2 cwt., 16*s*. 6*d*.....						
	8, 4½-inch 7 to 26-inch, 2 cwt., 16*s*. 6*d*.....						
	9, 32-inch, 7 lb. wr't rose nails, 1*s*. 9*d*.....				2	16	0
	10, 32-inch, 7 lb. do., 1*s*. 9*d*.....				2	16	0
	11, 22-inch, 9 lb. do., 2*s*. 3*d*.....				2	9	6
	11 kegs per D.....				2	4	0
	5 doz. 12-inch best extra strong chest hinges.....				4	10	0
	8 doz. 12-inch do., 18*s*.....					12	0
	9½ doz. p'r 14-inch forged Lancashire T's, 6*s*.....				2	17	0
	1½ doz. do., 12*s*.....					18	0
	1 doz. do., 7*s*.....					15	0
	1 doz. 15-inch do.....					10	0
	6 pair 16-inch neck'd T hinges, 10*s*.....					5	0
	2 pair 14-inch do., 9*s*.....					1	6
	12 pair 16-inch forged gurnets.....					12	0
	3 pair 20-inch do., 1*s*. 4*d*.....					4	0
	13 pair 16-inch do., No. 6, 8*d*.....					8	8
	8 pair 14-inch do., 7*d*.....					4	8
464	5 pair 10-inch do., 4*d*.....					1	8
	2 doz. 12-inch water joint stock hinges.....				1	4	0
	1 doz. 10-inch do.....					10	0
	5 pr. stock hinges No. 1, 5*d*.....					2	1
	6 pr. do., No. 2, 6*s*.....					3	0
	Forged Scotch T hinges, weight, 4 cwt. 14 lbs.....				8	13	3
	Cask D—1 cask, 3 feet 4 inches by 2 feet 6 inches; weight, 10 cwt. net.....					10	0
	Best gothic hooks and hinges, 9 cwt. 2 qrs. 20 lbs..				15	9	3
	Cask E—1 cask, 3 feet 4 inches by 2 feet 6 inches; weight, 9 cwt. 2 qrs. 20 lbs., net.....					10	0
	Best gothic hooks and hinges, 7 cwt. 3 qrs. 26 lbs..				12	15	5
	Do., 3 cwt. 2 lbs.....				6	6	10
	3 doz. pat'd x gurnets.....				4	13	9
	1 doz. 20-inch do.....					15	0
	1 doz. 14, 16, 18, patent Lancashire T's.....				1	14	6

Dec. 19.	3 pr. 12-inch T hinges, 6*s.* 9*d*.....				1	8
	Cask F—1 cask, 3 feet 6 inches by 2 feet 8 inches; weight, 12 cwt.....				10	0
	2 doz. 4-inch new sken butts, 18*s*.....			1	16	0
	2 doz. sken butts.....			3	0	0
	2 gro. 1½-inch cast butts, 7*s.* 6*d*.....				15	0
	1½ gro. 1¾-inch do., 12*s*				18	0
	2 gro. 2½ do., 20*s*.....			2	0	0
	1½ gro. cast butts.....			2	7	0
	1 gro. 2¾-inch butts.....			1	4	0
	Cask.....				10	0
	No. 12, 7-inch 18 lb. moulding nails, 1 cwt. 14 lbs..			1	15	0
	13, 10-inch 14 lb. wro't rose nails, 1 cwt. 1 qr..			1	10	0
	14, 10-inch 14 lb., 1 cwt. 1 qr.....			1	10	0
	15, assorted Canada rose and clook nails, 1 cwt. 1 qr. 14 lbs.....			1	17	2
	16, 25-inch 5 lb. wro't rose nails, 1cwt. 3 lb....			1	17	6
465	17, 5½-in. 24 lb. ditto, 1 cwt. 0 qr. 20 lbs.....			1	4	9
	6 kegs, 3*s*.....				18	0
	66 gro. patent wood screws, ¾ by 6.....	3	6	0		
	30 ditto, ¾ by 7½.....	1	12	6		
	36 ditto, ea. ¾ by 9 and 1¼ by 14¾; 36 ditto, 2 by 10.....	10	5	6		
	21 ditto, 1 by 16.....	2	14	3		
	102 ditto, 1 by 12.....	8	5	9		
	32 ditto, 1¼ by 13.....	3	6	8		
	98 ditto, 1¼ by 10.....	8	11	6		
	60 ditto, 1½ by 12.....	6	5	0		
	6 ditto, 1½ by 18; 6 ditto, 3½ by 16.....	3	7	0		
	42 ditto, 1 by 10¼.....	2	17	9		
	8 ditto, 1¼ by 16.....	1	4	0		
	24 ditto, 2 by 12.....	3	4	0		
	12 ditto, 3 by 18.....	4	7	0		
	20 ditto, 1¼ by 18.....	3	11	8		
	48 ditto, 1¼ by 20.....	10	12	0		
	39 ditto, 1¾ by 20.....	10	1	6		
	14 ditto, 3½ by 14.....	4	1	8		
	9 ditto, 3½ by 20.....	4	16	0		
	4 ditto, 2¼ by 12.....		12	0		
	10 ditto, 2 by 10.....	1	1	8		
		94	3	5		
	Disc't, 50 p'r cent.....	47	1	8		
					47	1	9
	Cask H—cask, size, 3 feet 6 inches by 2 feet 8 inches; w't, 12 cwt.....				12	0
					£233	16	5

26 Watling Street, London.

Messrs. Pile, Spence & Co., Hartlepool, bought of Powis, James & Co.:

	Brought from last invoice.....	233	16	5
	12 doz. 2½ padlocks, 55, 6*s*.....	3	12	0
466	12 doz. ditto, 5, 5*s.* 6*d*.....	3	6	0
	12 doz. 3¼ padlocks, 736, 10*s*.....	6	0	0
	6 doz. 2 padlocks, 18, 4*s.* 6*d*.....	1	7	0

Dec. 19.	6 ditto, 239, 4*s*. 6*d*.				1	7 0
	6 doz. 2¾ padlocks, 5, 6*s*.				1	16 0
	6 doz. 1¾ padlocks, 100, 2*s*. 6*d*.				1	10 0
	Ditto				1	4 9
	6 doz. 2 tumbler ditto, 30, 4*s*.				2	14 0
	6 doz. 3 tumbler ditto, 419, 9*s*.					
	2 gross brass screws, 3 by 20, 25*s*. 10*d*.	2	11	8		
	1 ditto	2	9	6		
	3 ditto, each 2½ by 19, 2¼ by 20	6	4	6		
	1 ditto, each 2½ by 18, 2¾ by 17	1	15	0		
	2 ditto, each 2¼ by 18, 2 by 14	2	16	10		
	3 ditto, each 2 by 15 by 12	2	11	0		
	6 ditto, each 2 by 17, 1¼ by 8, 9	1	18	0		
	1 ditto, each 2 by 18, 1¼ by 12	1	9	5		
	4 ditto, each 2 by 16, 1¼ by 10	3	12	4		
	1 ditto, each 1 by 11, 15		11	6		
	2 ditto, each 1 by 14		12	6		
	4 ditto, each 1 by 13	1	2	4		
		32	14	7		
	Cask I, padlocks only 5 cwt.					
	Cask J, padlocks and screws, 6; disc't, 20 per cent	6	10	11		
					26	3 8
	2 casks, size, 2 5 by 1 10				1	0 0
	1 set 2-inch stock and dies, 3 sizes	8	0	0		
	1 set 1¾-inch stock and dies, 3 sizes	6	10	0		
	2 sets 1½-inch stock and dies, 5 sizes, £6.	12	0	0		
	2 sets 1¼-inch stock and dies, 3 sizes, 64*s*.	6	8	0		
	2 sets ⅞-inch stock and dies, 5 sizes, 66*s*. 6*d*.	6	13	0		
	2 sets ¾-inch stock and dies, 5 sizes, 54*s*.	5	8	0		
	2 sets ⅝-inch stock and dies, 3 sizes, 32*s*.	3	4	0		
	2 sets ½-inch stock and dies 5 sizes, 40*s*.	4	0	0		
		52	3	0		
					52	3 0
	Cask K—1 case, 6 feet 3 inches by 11 by 18; w't, 4 cwt.				1	0 0
467	No. 18, 3½ M 36 Canada rose, 1 cwt. 0 qr. 14 lbs., 7*s*.				1	4 6
	19, 1½ cut mixed rose nails, 27*s*.				1	13 9
	20, 11 M 2¼ by 12 pat. rose, 3*s*.				1	13 0
	21, 11 M 2¼ by 12 pat. rose nails, 1 cwt. 0 qr. 20 lbs., 3*s*.				1	13 0
	22, 11 M 2½ by 12 pat. rose nails, 1 cwt. 0 qr. 20 lbs., 3*s*.				1	13 0
	23, 6 M 2¾ by 20 pat. rose nails, 1 cwt. 0 qr. 8 lbs., 4*s*. 6*d*.				1	7 0
	24, 5 M pat. rose nails, 1 cwt. 0 qr. 4 lbs., 19*s*.				1	1 5
	Tare, 11 lbs. each, 7 kegs, 3*s*. 6*d*.				1	4 6
	6 doz. 6-inch No. 40 rimlocks brass fur., 18*s*.				5	8 0
	*6 doz. 7-inch No. 119 ditto, 36*s*.				10	16 0
	*6 doz. 6-inch No. 2 rimlocks, 30*s*.				9	0 0
	*6 doz. 6-inch No. 140 palace motion rimlocks, 42*s*.				12	12 0

*1 sample taken out of each parcel.

Dec. 19.	24 gross part wood screws, 2 by 10, 2*s.* 2*d*.....	2	12	0		
	4 ditto, 3½ by 14.....	1	3	4		
	2 ditto, 3½ by 16.....		14	4		
	1 ditto, 1½ by 14.....		2	8		
	3 ditto, 2½ by 12.....		9	0		
	1 ditto, 2 by 9, 10.....		4	3		
		5	5	7		
	Discount, 50 per cent....	2	12	9		
					2	12 9
	1 doz. 9-inch No. 2 rimlocks.....				3	0 0
	4 doz. 8-inch No. 2 rimlocks, 48*s*.....				9	12 0
	3 doz. 7-inch No. 2 rimlocks, 36*s*				5	8 0
	1 gross 1¼ by 22 brass screws.....					12 0
	4 gross 1¼ by 20 stove screws, 4*s.* 5*d*.....		17	8		
468	2 gross 1¼ by 16 stove screws, 3*s.*		6	0		
	1 gross 1½ by 17 stove screws, 3*s.* 8*d*.....		3	8		
	6 gross 1¼ by 17 stove screws, 3*s.* 3*d*.....		19	6		
	2 gross 1¼ by 19 stove screws, 4*s.*		8	0		
	2 gross 1½ by 20 stove screws, 4*s.* 9*d*.....		9	6		
	3 gross 1½ by 16 stove screws, 3*s.* 4*d*		10	0		
	4 gross ¾ by 14 stove screws, 1*s.* 10*d*.....		7	4		
		4	1	8		
	Disc't, 20 per cent....		16	4		
					3	5 4
	2 gross 1 by 14 round-head screws, 1*s*.....					2 0
	6 gross 3-inch B B butts, 3*s*.....					18 0
	3 gross 4½-inch ditto, 6*s.* 6*d*.....					19 6
	2 gross 8-inch No. 40 rimlocks with fur., 54*s.*				5	8 0
	Cask L—Hogshead, 3 feet 6 inches by 3 feet 2 inches; 12 cwt.....					15 0
	25, 13½ 2 by 10 pat. rose, 1 cwt. 0 qr. 23 lbs., 2*s.* 6*d*.....				1	13 9
	26, 27 M 1¼ by 6 ditto, 1 cwt. 1 qr. 22 lbs., 2*s*...				2	14 0
	27, 27 M 1¾ by 5 pat. clasp, 1 cwt. 0 qr. 27 lbs., 2*s.* 3*d*.....				3	0 7
	28, mixed rivets, 1 cwt. 3 qr. 6 lb., 30*s*.....				2	14 8
	29, 9 M 2½ by 12 bill'd brads, 3 gross, 29 lbs., 3*s.*				1	7 0
	Tare, 11 lbs. each, 5 kegs, 3*s.* 6*d*.....					17 6
	6 doz. 3-inch B B butts, 3*s*.....					
	1 gross 2½-inch ditto.....					
	9 doz. 3 by 400 ditto, 3*s*.....					
	5 dozen 2¾ by 400 ditto, 2*s*.....					
	30 gross 1¼ by 100 pat. screws, 1*s.* 7*d*.....	2	8	9		

Dec. 19.	6 gross 1 by 10 ditto, 1s. 4d....		8	3		
		2	17	0		
	Discount, 50 per cent....	1	8	6		
					1	8	6
	2 pairs heavy yoke hinges, 3 qrs. 14 lbs.; 1 ditto, 1 qr. 1 lb.....				3	3	6
469	4 gross brass screws.....	4	16	4			
	3 gross brass screws.....	3	6	9			
	2 gross brass screws.....	1	14	4			
	12 gross brass screws.....	4	6	0			
	6 gross brass screws.....	4	1	6			
	6 gross brass screws.....	1	0	0			
	1 gross brass screws.....	1	14	10			
	1 gross brass screws.....		10	3			
	5 gross brass screws.....	2	15	5			
	9 gross brass screws.....		13	6			
	21 gross brass screws.....	1	11	6			
	4 gross brass screws.....	2	3	8			
	10 gross brass screws.....		18	4			
	2 gross brass screws.....		16	8			
	7 gross brass screws.....		10	6			
	10 gross brass screws.....		15	10			
	8 gross brass screws.....		12	0			
	1 gross brass screws.....		7	6			
	1 gross brass screws.....		9	1			
		33	4	0			
	Discount, 20 per cent.....	6	12	9			
					26	11	3
	2 only 10-inch, No. 40, bushed rimlocks with ebony furniture, 10s.....				1	0	0
	1 doz. 9-inch, No. 40, ditto, brass fur.....				2	15	0
	1 doz. 9-inch, No. 60, ditto.....				2	15	0
	4 only 9-inch, No. 254, ditto, 5s.....				1	0	0
	2 only 9-inch, No. 21, ditto, 6s.....					12	0
	2 doz. 7-inch, No. 1,816, ditto, 60s.....				6	0	0
	1 doz. 7-inch, No. 42, ditto.....				1	16	0
	11 only 7-inch, No. 245, ditto, 5s.....				2	15	0
	1 doz. 7-inch, No. 3, ditto.....				1	16	0
	60 bushed ditto; 4 dozen rimlocks.....				7	6	0
470	2 doz. 6-inch rimlocks, brass fur., 40s.....				4	0	0
	8½ dozen rimlocks.....				16	5	6
	1 dozen 6-inch ditto.....				3	0	0
	4 only cast case rim, 3s. 6d.....					14	0
	1½ dozen 6-inch bushed rim, 36s.....				2	15	0
	2½ dozen 6-inch ditto.....				11	5	0
	1 dozen 6-inch ditto.....				2	8	0
	½ doxen 6-inch rimlocks.....				5	5	0
	1 dozen ditto.....				3	9	0
	2 dozen 4½-inch B B butts, 6s. 6d.....					13	0
	Mark M—Hogshead, 3 feet 5 inches by 3 feet 7 inches, ¾ ton.....					15	0
					544	8	4

26 Watling Street, London.

Messrs. Pile, Spence & Co. bo't of Powis, James & Co.:

1862.	Bro't from last invoice		544	8 4
Dec. 19.	½ dozen 5-inch d'ble link plate chest-locks, 50*s*			15 0
	1 dozen 6-inch, 301, deadlocks			12 0
	3 dozen 5-inch, 301, ditto, 10*s*. 6*d*		1	11 6
	1 dozen 52-inch double hand cup'd locks			12 0
	½ dozen 8-inch drawbacks, 30*s*			15 0
	½ dozen 9-inch ditto, 45*s*		1	2 6
	½ dozen 9-inch slide behind, 54*s*		1	7 0
	1 dozen d'ble hand cup'd locks, 57			11 0
	3 dozen 57-inch 12-key'd iron till, 6*s*. 9*d*		1	0 3
	1 dozen 3-inch trunk-locks			8 9
	1 dozen d'ble hand cup'd			10 6
	1 dozen ditto			6 0
	3 dozen 4-key'd till-locks, 2*s*			6 0
471	4 dozen d'ble link chest, 40, 7*s* 6*d*		1	10 0
	1 dozen 4½-inch d'bl link do		1	1 0
	2½ dozen 3½-inch spring chest, 18*s*		2	2 0
	11 dozen only 4-inch do., 1*s*. 9*d*			19 3
	12 dozen 2 feet rules, 34, 9*s*		5	8 0
	9 dozen 2 feet rules, 32, 12*s*		5	8 0
	3 dozen 2 feet rules, 32, 15*s*		2	5 0
	3 dozen 2 feet rules, 29, 21*s*		6	6 0
	1 dozen 2 feet rules 23		1	1 0
	½ dozen 4 fold rules, 52, 49, 48, 46		3	13 6
	12 dozen brass padlocks		2	5 0
	9 dozen brass padlocks		1	16 0
	1 dozen 2-inch mill'd keyhole B. S			9 0
	6 dozen 1-inch hook and fancy rosewood, 7*s*. 6*d*		2	5 0
	3 dozen 1¼-inch nail wood 9*s*		1	7 0
	3 dozen 1½-inch 2 whl bridge and 8*s*. 6*d*		1	5 6
	3 dozen 1¾-inch assorted wood do., 10*s*		1	10 0
	1 dozen 2-inch do., 11*s*			11 0
	1 dozen 2½-inch do., 16*s*			16 0
	3 dozen 1¼-inch, all brass step work do., 9*s*		1	7 0
	1 dozen locks		3	3 0
	Cask			10 6
			601	4 7
	To goods sent direct from our works, as per invoices Nos. 1, 2, 3; cask N—goods direct		1,236	17 10
			1,838	17 10
	Dock dues	7 2 6		
	Consul's certificate	1 8 6		
	Customs stamp	1 6		
	13 lbs	5 0		
	2,000, at 5*s*. 5*d*	105 9 1		
	Duty, 9*s*. 7*d*	9 11 8		
			132	0 2
			£1,970	1 7

Summary; 13 casks, A to M; 1 case K; 29 kegs nails 1 to 29; all marked with the cross.

Authenticated.

For BELLET BROS. & Co.,
G. P. HARDING.

472 Endorsed: Wilson, Bowles & Co., ironmongers; shipped by Piles, Spence & Co.

EXHIBIT 260.

LONDON, *Janu'y 10th*, 186—.

J. Spence, esq., Dr., to frieght per Peterhoff, Captain Jarman, to the Rio Grande, for Matamoras.

P. S. & Co., 1 to 11. 11 packages goods 327 feet, at £8....			
per 40 feet.....	65	8	0
Primage.....	6	10	10
E. & O. E.	71	18	0

JAMES J. BENNETT & WAKE,
77 *Cornhill, London.*

Any alteration required in this freight note must be made within seven days of the ship's departure. Please cross cheques "London and Westminter bank."

473 EXHIBIT 261.

Shipped, in good order and well conditioned, by J. Spence, in and upon the good steamship or vessel called the Peterhoff, whereof Jarman is master, for this present voyage, now riding at anchor in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, eleven packages merchandise. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the act of God, the queen's enemies, fire, machinery, boilers, steam, and all and every other dangers and accidents of the seas, rivers, and steam navigation of whatever nature and kind soever excepted,) unto order to assigns. Freight for the said goods to be paid in London, ship lost or not lost, with primage and average accustomed.

[P. S. & Co.] 1-11.
11 packages, hydraulic press.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 9th day of January, 1863.

S. JARMAN.

EXHIBIT 262.

Shipped, in good order and well conditioned, by Ford, Curtis & Curtis, in and upon the steamship or vessel called the Peterhoff, whereof Jarman is master for this present voyage, now riding at anchor in the Thames,

and bound for off the Rio Grande, Gulf of Mexico, for Matamoras, ten bales gunny-cloth, thirteen bales cotton wrapping, being marked and numbered as in the margin, and are to be delivered in the like good order, and well conditioned at the aforesaid off the Rio Grande, Gulf of Mexico, for Matamoras, (the act of God, the queen's enemies, fire, machinery, boilers, steam, and all and every other dangers and accidents of the seas, river, and navigation of whatever nature and kind soever excepted,) unto order or to assigns. Freight for the said goods to be paid at Matamoras, as per endorsement, in British sterling or its equivalent, with primage and average accustomed. Goods to be taken from alongside the ship at the mouth of the Rio Grande, at consignee's risk and expense, within 30 days of arrival, providing lighters can cross the bar, or a penalty of ten pounds will be incurred per day after that period.

Peterhoff owner, 1-23.

Weight and contents unknown; not accountable for leakage, breakage, rust, or damage by vermin.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in London, the 10 day of January, 1863.

S. JARMAN.

Ford, Curtis & Curtis.

Freight, 214 ft. 8 inches, at £8 per 40 ft.....	42	18	8
10 per cent. primage.....	4	5	10
	47	4	6
Consul's certificate.....		18	6
2½ per cent. commission on £72.....	1	16	0
	£49	19	0

Forty-nine pounds nineteen shillings and duplicate consul's certificate extra, eighteen shillings and six pence.

474 EXHIBIT 263.

I, John Verm, of the city of London, notary public, duly admitted and now practising in the said city, do hereby certify and attest that the signature "Alex'r K'd Curtis," subscribed to the certificate written at the foot of the invoice hereunto annexed is truly that of Alexander Kyd Curtis, esquire, to me, the said notary, well known as a partner in the house of trade established at 5 America Square and 115 Minories, both in this city, and carrying on business there under the style or firm of "Ford, Curtis & Curtis," and that the said signature was this day so signed in my presence.

Whereof, an act being required, I, the said notary, have granted these presents under my notarial firm and seal to serve and avail when and where need may require.

Done and passed in London the seventh day of January, in the year of our Lord one thousand eight hundred and sixty-three.

[NOTARIAL SEAL.] JOHN VERM, *Not. Pub.*

EXHIBIT 264.

Invoice of goods shipped per SS. "Peterhoff," Captain S. Jarman, for Matamoras, by Ford, Curtis & Curtis, 5 America Square and 115 Minories, London, consigned to—

F C & C. Nos. 1–90, 91–180, 181–270. 271–360, 361–450, 451–540, 541–630, 631–720, 721–810, 811–900, 901–990,

991–1,080; 12 bales, each cont'g 6 trusses of 15 pairs
475 blankets each, equal to 1,080 pairs brown grey blankets, at 10*s*..... 540 0 0
Packing 72 trusses, canvass, cov'g, &c..... 36 0 0
12 bales bound with iron..... 6 0 0
Average gross w't of each bale, 7 cwt. 0 qrs. 0 lbs; tare, 1 qr. 22 lbs.; nett, 6 cwt. 2 qrs. 6 lbs.; average dimensions of each bale, 4 feet 8 inches by 3 feet 7 inches by 2 feet 6 inches.
F C & Co., B 1–29. 29 iron-bound cases, cont'g 1,500 pairs Blucher boots, at 10*s*..... 750 0 0
29 iron-bound cases, at 10*s*..... 14 10 0
Packing 29 cases..... 1 9 0
Average gross w't of each case, 155; tare, 30; nett, 125. Measurements: 1 to 20, 2 feet 2 inches by 1 foot 7 inches by 1 foot 6 inches; 21 to 29, 2 feet 7 inches by 2 feet 3 inches by 1 foot 5 inches.
F C & C, L B, 30–39. 10 iron-bound cases, cont'g 181 pairs long artillery boots, at 20*s*..... 181 0 0
10 iron-bound cases, at 10*s*..... 5 0 0
Packing 10 cases..... 10 0
Average gross w't, 77 lbs.; tare, 14; nett, 63. Measurements: 30, 2 by 11 1 by 10 1 by 9; 31, 3 by 8 by 1 by 8 by 1 by 8; 32, 3 by 2 by 1 by 7 by 1 by 3; 33 to 9, 2 by 0 by 1 by 4 by 1 by 2.
Customs stamp, 1*s.* 9*d.*; bills lading, 3*s*..... 4 9
Cartage, 25*s.*; wharfage and ship'g, 40*s*..... 3 3 0

Carried down..... £1,537 18 9

476 I, the undersigned, Alexander Kyd Curtis, a partner of the above-mentioned firm of "Ford, Curtis & Curtis," do hereby certify that the several prices set opposite and against each of the above items are the reasonable and fair invoice values of the goods above mentioned.
London, 7 January, 1863.

ALEX'R K'D CURTIS.

Amount brought down..... 1,537 18 9
Add insurance..... 77 9 11

Correct total..... £1,617 8 8

Exhibits 265 to 271, inclusive, being certificates of competency of 1st and 2nd officers, and victualling bills of the steamer Peterhoff, are omitted by consent.

477 (Here follows diagram, page 477.)

478 273.

LONDON, *Jan'y* 17, 1863.

Messrs. Pile, Spence & Co.:

GENTS: The following are the conditions we understand to be agreed between us as to the cargo of the SS. "Peterhoff:"

If a cargo is found at Matamoras producing £400 freight, the capt. is to accept same and return as quickly as possible.

In the event of the captain having £2,500 offered and accepting better and other employment, then we are to be credited £250 for £2,500 and in proportion up to £4,000.

If the "Peterhoff" does take a cargo from Matamoras, the results are to be matter of acc't between us as originally arranged by letter dated 27th October.

We are yours, respectfully,
(Signed) JAMES J. BENNETT & WAKE.

479 274.

LONDON, *Dec.* 26*th*, 1862.

Invoice of 1 case, per , marked and numbered as per margin.

Mr. Smith bought of Rob't & H'y Parnall & Co., export clothiers, 187 Bishopsgate street without E. C., and 3, 4, and 5 Nassau Place, Commercial Road, E. E.

[S J.] 301. 10 dozen men's angola flannel shirts, 44*s*.....	22	0	0
302. 10 dozen ditto, 43*s*.....	21	10	0
Wood and tin, 3 by 2 1 by 9 2 by 2.....		15	0
	£44	5	0

480 275.

Capt. Jarman Dr. to William Foster, 114 Fenchurch street, corner of Billiter street:

2 r'ms large thin blue wove letter paper, at 10*s*.....	1	0	0
1 r'm ditto ruled 3 pages.....		15	0
2 r'ms L. T. B. wove note paper, 5*s*. 6*d*.....		11	0
1 r'm ditto, ruled 3 pages.....		8	0
1 r'm cream-laid letter paper, ruled.....		15	0
1 r'm foreign lined letter paper.....		15	0
1 r'm do. note paper.....		8	0
½ r'm ruled invoice paper.....		8	6
1 r'm foolscap, plain.....		16	0
2 r'ms foolscap, common, at 9*s*. 6*d*.....		19	0
1 r'm foolscap, ruled for cash.....		18	0
1 r'm foolscap, ruled blue lines.....		18	0
½ r'm foolscap, ruled double cash.....		10	0
½ r'm foolscap, long folio, ruled for cash.....		9	0
½ r'm thick white blotting.....		14	0
6 ruled foolscap 4to books at 2*s*. 6*d*.....		15	0
6 do., do., 3*s*. 3*d*.....		19	6
6 do., do., 4*s*.....	1	4	0
3 doz. foolscap 8vo. mem. books, at 3*s*.....		9	0
6 doz. do., do., 2*s*.....		12	0
12 doz. do., do., 1*s*.....		12	0
1 doz. post do., 1*s*. 2*d*.....		12	0
½ doz. do., do., 1*s*. 6*d*.....		9	0
2 doz. do., 18mo. do., 6*s*.....		12	0
2 gross black leadpencils, 12*s*.....	1	4	0
4 gross penholders, at 2*s*. 6*d*.....		10	0
100 gross best steel pens, at 1*s*. 6*d*.....	7	10	0
	£25	13	0

481 In case marked [S. J.] One. Size of case, 3 2 by 1 5 by 1 5.

	Cwt.	qr.	lb.
Weight of paper	1	1	2
" ac. b'k		1	22
" leadpencils and penholders			9
" steel pens			15
" case		1	15
	2	1	7

Two hundred one quarter and seven pounds.

2 reams large cream-laid note paper, at 6*s*		12	0
20 packets of note paper, at 1*s*	1	0	0
10 do., do., at 1*s*. 6*d*		15	0
1 doz. foolscap 8vo mem. books, at 1*s*		12	0
1 doz. do., do., 6*d*		6	0
	£3	5	0

In case marked [S. J.] Two. Size of case, 2 feet 4½ inches by 10½ by 8½.

	Qr.	lbs.
Weight of paper	1	4
" acc't books		10
" case		12
	1	26

Weight, one quarter and twenty-six pounds.

482 277.

LONDON, *Dec.* 31, 1862.

Capt'n C. B. Smith, Jerusalem Coffee House, Cornhill, bought of J. M. Robson, manufacturing perfumer, &c., 32 Lawrence lane, Cheapside, E. C., opposite Bow lane, folio 114, conveyance p'r Captain Jarman, p'r Peterhoff, SS., Victoria docks :

[S. J.] 1. Gross weight, 1 cwt. 1 qr. 1 lb.; tare, 20; nett, 1 0 9. 2 by 3 1 by 10 1 by 7.			
1 iron-bound case, containing		6	0
1 gross small-tooth combs, 30*s*	1	10	0
2¾ gross pocket-combs, 42*s*	5	15	6
½ gross small-tooth combs, 12*s*		6	0
½ gross dressing combs, 60*s*	1	10	0
6 doz. assorted back combs, 18*s*	5	8	0
6 doz. hair-brushes, 8*s*	2	8	0
2 gross assorted essences, 48*s*., (corked barrel and long necked punnel.)	4	16	0
	21	19	6
2. Gross weight, 2 2 8; tare, 23; nett, 2 1 13; 2 by 4 1 by 11 2 by 6.			
Iron-bound case, containing		8	0
2 gross O. picture-top boxes, 36*s*	3	12	0

[S. J.] 1. 1 gross 1 do., 42*s*.....	2	2	0
1 gross brown Windsor soap, 8 qr. 6, 60*s*.....	3	0	0
	£31	1	6

483 276.

21 Leadenhall St., *Dec'b'r* 29, 1862.

Captain C. F. Smith bo't of Louis Isenberg, shipment per Peterhoff, for Matamoras, 8 packages boots and shoes:

[S J.] 1 to 8.

1. 36 men's kid leg b'ts, E. side pat. calf gol., 10*s*. 9*d*.	£19	7	0			
2 ft. 9 in. common tr'k.....		8	1			
				£19	15	1
Nett weight, 1 18; measurement, 2 ft. 9 in. by 1 ft. 6 in. by 1 ft. 1 in.						
2. 36 do., do., 11*s*. 9*d*.....	21	3	0			
2 ft. 9 in, common tr'k.....		8	1			
				21	11	1
Net weight, 1 22; measurement, 2 ft. 9 in. by 1 ft. 6 in. by 1 ft. 1 in.						
3. 36 do., calf goloshed, 11*s*. 9*d*.....	21	3	0			
2 ft. 9 in. common tr'k.....		8	1			
				21	11	1
Net weight, 2 6; measurement, 2 ft. 9 in. by 1 ft. 6 in. by 1 ft. 1 in.						
4. 36 do., do., 10*s*. 9*d*.....	19	7	0			
2 ft. 9 in. common tr'k.....		8	1			
				19	15	1
Net weight, 2 6; measurement, 2 ft. 9 in. by 1 ft. 6 in. by 1 ft. 1 in.						
5. 36 women's French cashmere boots, elast. sides, pat. calf fronts, pps., black buttons, 4*s*. 6*d*...	8	2	0			
36 do., pps., black bot., military heels, 6*s*. 4*d*...	11	8	0			
36 do., do., 5*s*. 4*d*.....	9	12	0			
3 ft. trunk.....		12	0			
				29	14	0
Net weight, 2 10; measurement, 3 ft. by 1 ft. 7 in. by 1 ft. 2.						
6. 1, 36 3–13 cashmere button pat. calf front pps., 4*s*. 3*d*.....	4	1	0			
2, 36 3–13 colored French cashmere butt. boots, pat. calf fr. pps., 2*s*. 9*d*.....	4	19	0			
3, 36 w'm's cash. boots, elast. side, pat. calf fronts, pps., 4*s*. 2*d*.....	7	10	0			
4, 37 w'm's kid leg b'ts, elt. side, welt top, piece heels, 5*s*. 2*d*.....	0	11	2			
3 ft. 3 in. trunk.....		13	6			
				26	14	8
Net weight, 3 0; measurement, 3 ft. 3 in. by 1 ft. 8 in. by 1 ft. 3 in.						
7. 36 men's memeld leg boots, elast. side, calf goloshed, springed, 8*s*. 3*d*.....	14	17	0			
12 do. grain hide Napoleons, 14*s*. 6*d*.....	8	14	0			
3 ft. 6 in. trunk.....		14	6			
				24	5	6

Net weight, 1 0 16; measurement, 3 ft. 6 in. by 1 ft. 10 in. by 1 ft. 4 in.

8.	36 men's kid leg b'ts, elast. side, pat. calf goloshed, 8s. 3d		14	17	0	
	2 ft. 9 in. trunk			10	6	
						15 7 6

Net weight, 1 18; measurement, 2 ft. 9 in. by 1 ft. 6 in. by 1 ft. 1 in. £178 14 0

484 278.

Invoice of goods shipped p'r SS. "Peterhoff," Capt. S. Jarman, for Matamoras, by Ford, Curtis & Curtis, 5 America Square and 115 Minories, London, consigned to Capt. S. Jarman, for sale and return.

	Case		3 0
[J—F. C. & C.]	No. 1. Powdered opium, 16 lbs., at 36s	28	16 0
	8 tins, 2 lbs. ea		6 4
	Dover's powders, 16 lbs. at 10s	8	0 0
	4 tins, 4 lbs. ea		3 6
	Jpecacuanha, 10 lbs., at 16s	8	0 0
	5 tins, 2 lbs. ea		4 0
	Case		6 6
	2. Pelletier's quinine, (1-oz. bottles,) 70 oz., at 12s	42	0 0
	James's powder, (1-oz. bottles,) 4½ doz., at 84s	18	18 0
	Morphia sulph. H. K., 38 oz., at 20s	38	0 0
	38 bottles		7 0
	Case		6 6
	3. Chloroform, 20 lbs., at 8s. 6d	8	10 0
	Howard's quinine, (1-oz. bottles,) 70 oz., at 12s	42	0 0
	20 stop'd bottles chloroform		7 6
	Wharf'ge and ship'g, 2s. 6d.; bill lading, 3s.		5 6
		196	13 10

Measure't, 20 by 14 by 12; 25½ by 17½ by 15; 26 by 17 by 15. W't, gross, 2 7; 3 0; 3 12	2	2	2	
Consul's certificate, commis'n 2½ per cent., insurance.	17	11	7	
				19 13 9
E. & O. E.				£216 7 7

London, 17th Jan'y, 1863.

FORD, CURTIS & CURTIS.

485 279.

ROPERY, LOVE LANE, SHADWELL, E., *December* 31*st*, 1862.

Capt. Jarman bought of Reed, Louch & Co., city office 19 London street, E. C., shipped p'r "Peterhoff," Jarman, for Matamoras, consigned to order.

[J.]	1 to 50, 50 packages of 1½ feet Manilla rope, 101, 313, at 50s	254	13 4
	Cartage to V'a docks	1	10 0
		£256	3 4

280.

26 Watling Street, *London*, 17 *Jan'y*, 1863.

Powis, James & Co.

Capt. Jarman:

D'r Sir: Our price for patent cut clout nails are as under, in kegs of 100 lbs.; kegs or tubs extra.

Y'rs truly, CHARLES POWERS.

1½ to 1¾, 12*s.* 6*d.*; 2 to 2¼, 11*s.* 6*d.*; 2½ to 2¾, 10*s.* 6*d.*, 3 and larger, 10*s.* 1*d.* extra if in kegs 112 lbs. Prices of tin plates on other side. Both lists are the lowest cash prices; credit prices according to the time required.

486 281.

Powis, James & Co., general merchants and manufacturers, 26 Watling street, London. Engineering works, Webber street, Black Friars, London; lock manufactory, Willenhall, near Wolverhampton.

Containing list of prices of builders' ironmongery, such as cut nails, wrought nails, locks, latches, wood screws, &c., &c., &c

282.

£15,000, underwriters.

In the name of God, Amen. Robinson & Fleming, [and] or as agents, as well in their own name as for and in the name and names of all and every other person or persons to whom the same doth, may, or shall appertain, in part or in all, doth make assurance, and cause themselves, and them, and every of them to be insured, lost or not lost, at and from London to Matamoros, while there, and thence to Liverpool, including collision clause, as p'r printed slip annexed, including all risk in craft and lighters, to and from the vessel upon any kind of goods and merchandises, and also upon the body, tackle, apparel, ordnance, munition, artillery, boat, and other furniture of and in the good ship or vessel called the Peterhoff (S.) whereof is master, under God, for this present voyage, or whosoever else shall go for master in the said ship, or by whatsoever other name or names the said ship or the said master thereof is or shall be named or called, beginning the adventure upon the said goods and merchandises from the loading thereof aboard the said ship, at as above, and shall so continue and endure during her abode there, upon the said ship, &c. And further, until the said ship, with all
487 her ordnance, tackle, apparel, &c., and goods, and merchandises whatsoever, shall be arrived at as above upon the said ship, &c., until she hath moored at anchor twenty-four hours in good safety; and upon the goods and merchandises, until the same be there discharged and safely landed. And it shall be lawful for the said ship, &c., in this voyage, to proceed and sail to, and touch and stay at, any ports or places whatsoever as above, without prejudice to this insurance. The said ship, &c., goods, and merchandises, &c., for so much as concerns the assured by agreement between the assured and assurers in this policy, are and shall be valued at, viz: Hull, £10,000, machinery, £5,000, £15,000 st'g; average, payable on each valuation as if separately insured, or on the whole and general average, as per foreign statement if required by the assured. Touching the adventures and perils which we, the assurers, are contented to bear, and do take upon us in this voyage; they are of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, takings at sea, arrests, restraints, and

detainments of all kings, princes and people, of what nation, condition, or quality soever, barratry of the master and marines, and of all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the said goods and merchandises and ship, &c., or any part thereof. And in case of any loss or misfortune, it shall be lawful to the assured, their factors, servants, and assigns, to sue, labor and travel for, in and about the defence, safeguard, and recovery of the said goods and merchandises and ship, &c., or any part thereof, without prejudice to this insurance; to the charges whereof we, the assurers, will contribute, each one according to the rate and quantity of his sum herein assured. And it is agreed by us, the insurers, that this writing or policy of assurance shall be as of much force and effect as the surest writing or policy of assurance heretofore made in Lombard street, or in the Royal Exchange, or elsewhere in London. And so we, the assurers, are contented, and do hereby promise and bind ourselves, each one for his own part, our heirs, executors, and goods, to the assured, their executors, administrators, and assigns, for the true performance of the premises, confessing ourselves paid the consideration due unto us for this assurance by the assured as above, at and after the rate of five guineas
488 p'r cent.

Warranted free from capture, seizure, detention, and all consequences of hostilities.

In witness whereof, we, the assurers, have subscribed our names and sums assured in London.

N. B.—Corn, fish, salt, fruit, flour, and seed are warranted free from average, unless general, or the ship be stranded; sugar, tobacco, hemp, flax, hides, and skins, are warranted free from average under five pounds per cent. and all other goods; also the ship and freight are warranted free from average under three pounds per cent. unless general or the ship be stranded.

No. 21 Austin Friars, London, E. C.

To Robinson & Fleming:

For premium on the above, at — per cent.....	0	0
For policy " " " "	0	0
£	0	0

283.

Royal Mail Steam Packet Company,
No. 55 *Moorgate street, London, E. C., Jan'y* 8, 1863.

Sir: This letter will be shown to you by Capt. S. Jarman, of the screw steamship "Peterhoff," who in the event of his not being able to procure a supply of coal necessary for his ship from merchants in your port, is to be accommodated from the company's stock under your charge, of, say, not exceeding 250 tons, at 34*s.* 4*d.* p'r ton, either on his outer or home voyage, both or either. You will be good enough in such case, to take the capt'n's drafts at 3 days' sight, payable in London, on his owners, Messrs. Pile, Spence & Co., and forward the same to 55 Moorgate st., at your earliest convenience.

I am sir, your obed't,

R'D J. REEP.

Capt'n Cooper, R. N., *Jamaica.*

489 284.

JAN'Y 31, '63.

Capt. Jarman, SS. Peterhoff:

DEAR SIR: This will probably be handed to you by Mr. Bennett. I had arranged with him that the cotton-press and gunny-cloth are to be consigned on your account of the ship, and the charterers. I have handed him the bills of lading; you will have to receive the freight on them for the ship's ac't, viz: £71 18*s.* 10*d.* for the cotton-press; £47 4*s.* 6*d.* for the gunny-cloth.

Both these amounts are endorsed on the bills of lading which Mr. Bennett has with him. Should you call at St. Thomas, you will find a press copy of this letter. The news from America has rather a peaceful prospect.

Wishing you a safe voyage, I am yours, &c.,

J. SPENCE.

286.

MANCHESTER, *Jan'y 20th*, 1863.

J. Spence, Esq.:

DEAR SIR: The putting together of the cotton-press is a very simple matter, and will not, I think, require any particular instructions, especially if Capt. Jarman has a drawing of the press which shows it erected complete, and which I sent to Mr. Pile some time ago. To save time I will write Mr. Pile this post, and request him to send you the drawing.

I am, sir, yours respectfully,
(Signed) S. BOWERS.

490 287.

LONDON, 18 *Wood street, E. C., Dec.* 31*st*, 1862.

Captain Smith, Jerusalem Coffee-house, bought of J. & R. Morley, manufactory Nottingham:

[S J] 2, Capt. Jarman.

No. 1, 3 dozen H'bt's tan lisle Berlin gloves, 7*s.* 9*d*.....	1	3	3
2, 1 dozen H'bt's lavender spun gloves, 4*s.* 9*d*.....		4	9
3, 1 dozen H'bt's Humboldt spun gloves, 5*s*....		5	0
4, 1 dozen H'bt's Humboldt spun gloves, 5*s.* 9*d*.....		5	9
5, 1 dozen Hb't's Humboldt spun gloves, 8*s*.....		8	0
6, 4 dozen Hb't's pearl silk spun, white points, gloves, 9*s.* 9*d.*	1	19	0
7, 4 dozen H'bt's fancy silk spun, white points, gloves, 10*s.* 6*d*.....	2	2	0
1,338, 2 dozen chenille hair-nets, 10*s.* 6*d*....	1	1	0
205, 1 dozen gold bead nets, 18*s*.....		18	0
207, 1 dozen gold bead nets, 24*s*.....	1	4	0
116, 1 dozen combs, 20*s.* 6*d*.....	1	0	6
314, ¾ dozen combs, 38*s*.....	1	8	6
324, 4-12 dozen combs, 55*s*.....		18	4
10, 1 dozen caronets, 27*s*.....	1	7	0
84, 1 dozen head-dresses., 16*s.* 6*d*.....		16	6
93, 1 dozen head-dresses, 24*s*.....	1	4	0
96, 1 dozen head-dresses, 25*s*.....	1	5	0
112, 1 dozen head-dresses, 34*s*.....	1	14	0
118, 2 dozen head-dresses, 24*s.* 6*d*.....	2	9	0
100, 1 dozen head-dresses, 27*s*.....	1	7	0
5 men's imitation merino shirts, 15*s.* 6*d*.....	3	17	6

	01, 24 dozen West End collars, 2*s*. 11*d*.	3	10	0
491	x, 12 Piccadilly collars, 4*s*. 6*d*.	2	14	0
	3 gross paper collars, 8*s*. 9*d*.	1	6	3
	803, 4 dozen men's long-cloth shirts, 36*s*.	7	4	0
	823, 2 dozen ditto, 36*s*.	3	12	0
	20, 1½ dozen ditto, fancy prints, 40*s*.	3	0	0
	21, 2½ dozen ditto, 40*s*.	5	0	0
	708, 3 dozen ditto, 32*s*.	4	16	0
	136½, 5 ditto, 28*s*. 6*d*.	7	2	6
	341, 4 dozen ditto, 33*s*. 6*d*.	6	14	0
	7, 2 dozen cambric handkerchiefs, in boxes, 4*s*. 3*d*.		8	6
	8, 4 dozen cambric handkerchiefs, in boxes, 4*s*. 6*d*.		18	0
	9, 4 dozen cambric handkerchiefs, in boxes, 4*s*. 10*d*.		19	4
	2¼ dozen cambric handkerchiefs, colored borders, 5*s*. 9*d*.		12	11
	1, 2 dozen alpaca umbrellas, 46*s*.	4	12	0
	2, 1 dozen alpaca umbrellas, 46*s*.	2	12	0
	Case and tin, 3 ft. 9 by 2 ft. 9 by 3 ft. 4	1	14	0
		£83	13	7

492

288.

London, *Wood street, E. C., Dec'r* 30, 1862.

Captain Smith, Jerusalem Coffee-house, bought of J. & R. Morley, manufactory Nottingham:

[S J], 1, Capt. Jarman.

	B, 12 dozen men's white cotton ½ hose, 4*s*. 6*d*.	2	14	0
	D, 9 dozen men's white cotton ½ hose, 5*s*. 6*d*.	2	9	6
	134, 6 small men's white cotton ½ hose, 6*s*, 10*d*.	2	1	0
	134, 6 dozen slender men's white cotton ½ hose, 7*s*. 4*d*.	2	4	0
	E, 7 dozen youth's white cotten ½ hose, 5*s*.	1	15	0
	Fine f'd, 68 dozen youth's white cotton ½ hose, 6*s*.	20	8	0
	B sup., 21 dozen small men's white cotton ½ hose, 6*s*. 9*d*.	7	1	9
	B sup., 11 dozen men's white cotton ½ hose, 7*s*.	3	17	0
	17, 3 dozen men's fancy cotton ½ hose, in boxes, 5*s*.		15	0
	19, 3 dozen men's fancy cotton ½ hose, in boxes, 5*s*. 8*d*.		17	0
	Net weight, 147 lbs.			
	1, 9 dozen women's white cotton hose, 4*s*.	1	16	0
	2, 10 dozen ditto, 4*s*. 6*d*.	2	5	0
	3, 10 dozen ditto, 5*s*. 1*d*.	2	10	10
	22, 9 dozen ditto, 6*s*. 3*d*.	2	16	3
	Net weight, 55 lbs.			
	1, 1½ dozen slender men's gauze merino shirts, 25*s*.	1	17	6
	3, 2 dozen ditto, 28*s*. 6*d*.	2	17	0
	1, 2½ dozen men's gauze merino shirts, 27*s*.	3	7	6
	2, 2½ dozen ditto, 29*s*.	3	12	6
	3, 1½ dozen ditto, 31*s*.	2	6	6
	Net weight, 32½ lbs.			
493	1 dozen lbs. white worsted, in hanks		19	9
	1 dozen lbs. black worsted, in hanks		19	9
	3 dozen grey worsted, in hanks, 20*s*. 9*d*.	3	2	3
	Net weight, 60 lbs.			
	6 gross Brooks' 80 yd. cotton, on reels, 8*s*. 3*d*.	2	9	6
	6 gross Brooks' 80 yds. black cotton, on reels, 8*s*. 3*d*.	2	9	6
	Net weight, 8 lbs.			

20 dozen papers best average pins, 3*s.* 9*d*.....	3	15	1
Net weight, 30 lbs.			
12 lbs. jet pins, in boxes, 2*s.* 4*d*.....	1	8	0
50 M Morley's "sharp" needles, 5*s.* 6*d*.....	13	15	0
Net weight, 12½ lbs.			
20 gross agate buttons, 11½*s*.....		19	2
Net weight, 35 lbs.			
2 gross 27 black bone buttons, 5*s*.....		10	0
2 gross 27 white bone buttons, 5*s*.....		10	0
2 gross 30 white bone buttons, 8*s*.....		16	0
2 gross 30 black bone buttons, 8*s*.....		16	0
Net weight, 24 lbs.			
Case and tin, 3 ft. 5 by 2 ft. 7 by 2 ft. 10.....	1	9	0
	£101	10	3

494 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Saturday, the first day of August, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE STEAMER PETERHOFF, HER TACKLE, &C., AND CARGO.

This cause having been heard on the libel and proofs and testimony taken in preparatorio, and after hearing counsel for the libellants and claimants, and due deliberation being had in the premises, now, on motion of E. Delafield Smith, attorney of the United States, it is ordered, adjudged, and decreed by the court that the steamer Peterhoff, her tackle, &c., and cargo, be condemned and forfeited to the United States on the ground that the said captured property is lawful prize of war.

And it is further ordered, adjudged, and decreed that the costs and disbursements herein be adjusted and paid according to law; and that the clerk of this court issue a writ of venditioni exponas, directed to the marshal of the district, returnable on the first day of September, 1863, against the said steamer Peterhoff, her tackle, &c., and cargo; that before the
495 sale by the marshal, under the venditioni exponas so ordered, the said steamer Peterhoff, her engines, boilers, tackle, &c., and cargo, be appraised by the prize commissioners and by experts to be by them named, and that such appraisement be filed with the clerk of this court; that said writ of venditioni exponas be executed by the marshal under the superintendence of and direction of the prize commissioners; that the proceeds of such sale be forthwith deposited by the marshal as required by law, and that he make a full and complete return of the said writ into the registry of the court, specifying the amount received for each article sold and of his deposit aforesaid; that the prize commissioners shall proceed under the direction of the court, as soon as possible after the entry of this decree, to take the requisite evidence and report the same to the court, to the end that a final decree may be made herein determining what public ships of the United States are entitled to share in the prize, and whether the prize was of superior, equal, or inferior force to the vessel or vessels making the capture.

SAM'L R. BETTS.

Filed 1st August, 1863.

496 U. S. district court.

THE UNITED STATES
ag'st
THE STEAMER PETERHOFF, HER TACKLE, &C., AND CARGO,
Stephen Jarman, cl't.

GENTLEMEN: Please to take notice that the above-named claimant hereby appeals to the Supreme Court of the United States from the final decree of condemnation entered herein on the 1st August, 1863, in pursuance of sec. 7 of the act of Congress approved March 3d, 1863.

Dated New York, August 7, 1863.

Yours truly,

MARTIN & SMITH,
Proctors for Cl't and App'l't.

To E. DELAFIELD SMITH, Esq., *U. S. Dist. Att'y.*
GEORGE F. BETTS, Esq., *Clerk.*

Endorsed: U. S. district court. In prize 17, 494, 542. The United States ag'st the steamer Peterhoff, &c., and cargo. Notice of appeal, Martin & Smith, proctors for cl't. Filed 8th August, 1863.

Due service of a copy within notice admitted August 7th, 1863.
E. DELAFIELD SMITH, *U. S. Dist. Att'y.*

497 United States district court for the southern district of New York.

THE UNITED STATES
against
THE STEAMSHIP PETERHOFF, HER TACKLE, &C., AND CARGO,
Samuel J. Redgate and George W. Almond, owners, consignees, and agents, claimants of cargo, and also agents for the protection of the underwriters of cargo.
} In prize.

Please to take notice that the above-named claimants hereby appeal to the Suprnme Court of the United States from the final decree of condemnation entered herein on the 1st of August, 1863, in pursuance of the 7th sect. of the act of Congress approved March 3d, 1863.

Yours, &c.,

LORENZO SHERWOOD,
Proctor for the above-named Claimants and Appellants.

To E. DELAFIELD SMITH, Esq., *U. States District Attorney.*
GEORGE F. BETTS, Esq., *Clerk of District Court.*

I admit due service of notice of appeal, of which the above is a copy, this 10th day of August, 1863.

E. DELAFIELD SMITH, *U. S. Dist. Att'y.*

498 Endorsed: In prize 17, 494. U. S. district court. The United States *vs.* the steamship Peterhoff, her tackle, &c., and cargo. Redgate & Almond, owners of cargo, agents, &c. Notice of appeal. L. Sherwood, proctor, cl'm'ts. Filed 29th August, 1863.

499 U. S. district court, on appeal from the district court of the southern dist. of New York to the Supreme Court of the U. S., in prize.

THE UNITED STATES
vs.
THE STEAMSHIP PETERHOFF, HER TACKLE, &C., AND cargo, Samuel J. Redgate and George W. Almond, claimants of cargo, &c.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Lorenzo Sherwood, proctor of the above-named claimants, being duly sworn, says that the value of the respective portions of the cargo claimed by each of the above-named claimants exceeds the sum of two thousand dollars.

LORENZO SHERWOOD.

Sworn to before me this 31st day of August, 1863.
JOHN A. OSBORN, *U. S. Com'r.*

Endorsed: 17, 542. On appeal to the Supreme Court of the U. States. The United States *vs.* the steamship Peterhoff, her tackle, &c., and cargo, Redgate & Almond, claimants, in prize. Affidavit of value. Lorenzo Sherwood, proctor for claimants. Filed 31st August, 1863.

500 By the Honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York, to Delafield Smith, esq., attorney of the United States for the southern district of New York, acting on behalf of the United States in the suit in prize of the United States of America, libellants and captors, in interest against the steamer Peterhoff, her engine, tackle, &c., and her cargo.

Whereas Samuel J. Redgate and George W. Almond, owners, consignees, and agents, claimants of the cargo, and also agents for the protection of the underwriters of cargo of said steamer Peterhoff, have lately appealed to the Supreme Court of the United States, at the city of Washington, in the District of Columbia, in pursuance of section 7 of the act of Congress approved March 3, 1863, from a decree rendered by the judge of the district court of the United States for the southern district of New York, made in favor of the said libellants, whereby the said steamer Peterhoff, her engine, tackle, apparel, &c., and also her cargo were condemned and forfeited as lawful prize of war, and have filed the security required by law:

You are, therefore, hereby cited to appear before the said Supreme Court, at the city of Washington, on the first Monday of December next, to do and receive what may appertain to justice to be done in the premises.

Given under my hand, at the city of New York, in the southern district of New York, the first day of September, in the year of our Lord one thousand eight hundred and sixty-three, and of the independence of the United States the eighty-eighth.

SAM'L R. BETTS. [L. S.]

Filed Sept. 1, 1863.

501 By the Honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York, to E. Delafield Smith, esq., attorney of the United States for the southern district of New York, acting on behalf of the United States in the suit in prize of the United States of America, libellants and captors in interest, against the steamer Peterhoff, her tackle, apparel, and furniture, and cargo.

Whereas Stephen Jarman, of London, England, master of the steamer

Peterhoff, and agent and bailee of the cargo thereof, and claimant of said steamer, &c., and cargo, and every part thereof, lately appealed to the Supreme Court of the United States, at the city of Washington, in the district of Columbia, in pursuance of section 7 of the act of Congress approved March 3, 1863, from a decree rendered by the judge of the district court of the United States for the southern district of New York, made in favor of the said libellants, and whereby the said steamer Peterhoff, her tackle, &c., and cargo were condemned and forfeited as lawful prize of war, and the said claimant has filed the security required by law:

You are, therefore, hereby cited to appear before the said Supreme Court, at the city of Washington, on the first Monday of December next, to do and receive what may appertain to justice to be done in the premises.

Given under my hand, at the city of New York, in the southern district of New York, the twelfth day of August, in the year of our Lord one thousand eight hundred and sixty-three, and of the independence of the United States the eighty-eighth.

SAM'L R. BETTS.

Filed 18th August, 1863.

Due service admitted of a copy of within citation.

E. DELAFIELD SMITH, *U. S. Dist. Att'y.*

N. Y., 19 Aug't, 1863.

502 *Bond for costs.*

District court of the United States of America for the southern district of New York, in the second circuit.

THE UNITED STATES AND CAPTORS IN INTEREST, libellants, appellees, *vs.* THE STEAMER PETERHOFF, HER TACKLE, &c., and cargo, Sam'l J. Redgate and George W. Almond, cl'mts of part cargo, appellants.	On appeal.

Know all men by these presents that we, Joseph A. Sprague and M. W. Cooper, are held and firmly bound unto the above-named libellants in the sum of two hundred and fifty dollars, to be paid to the said libellants, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administraters, jointly and severally, firmly by these presents. Sealed with our seals, and dated the thirty-first day of August, in the year of our Lord one thousand eight hundred and sixty-three.

Whereas the above-named claimants of cargo have prosecuted an appeal to the Supreme Court of the United States, at Washington, in the District of Columbia, pursuant to section 7 of the act of Congress approved March 3d, 1863, to reverse the decree rendered in the above-entitled suit by the judge of the district court of the United States for the southern district of New York:

Now, therefore, the condition of this obligation is such that if the above-named claimants shall prosecute their appeal to effect and answer all damages and costs if they fail to make their appeal good, then this obligation

shall be void; otherwise, the same shall be and remain in full force and virtue.

SAM'L J. REDGATE, [L. S.]
By his attorney in fact, G. W. ALMOND.
JOSEPH A. SPRAGUE. [L. S.]
GEORGE W. ALMOND. [L. S.]
M. W. COOPER. [L. S.]

Sealed and delivered, and taken and acknowledged, this 31st day of August, 1863, before me.

JOHN A. OSBORN, *U. S. Com'r.*

503 UNITED STATES OF AMERICA,
Southern District of New York, ss:

Joseph A. Sprague and M. W. Cooper, being duly sworn, each depose and say that he resides in the city of New York, and that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

JOSEPH A. SPRAGUE.
M. W. COOPER.

Sworn to this thirty-first day of August, A. D., before me,
JOHN A. OSBORN, *U. S. Com'r.*

[Revenue stamp.]

I approve of the sufficiency of the sureties to the within bond.

SAM. R. BETTS.

Dated September 1st, 1863.
Filed 1st day of Sept., 1863.

504 *Bond for costs.*

District court of the United States of America for the southern district of New York, in the second circuit.

THE UNITED STATES OF AMERICA AND CAPTORS IN INTEREST, libellants appellees,
vs.
THE STEAMER PETERHOFF, HER TACKLE, &C., AND HER CARGO, Stephen Jarman, claim't.

Know all men by these presents that we, Isaac P. Martin, of the city of New York, and Charles M. Hall, of said city, are held and firmly bound unto the above-named libellants and appellees in the sum of two hundred and fifty dollars, to be paid to the said libellants, for the payment of which, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly, by these presents. Sealed with our seals and dated the eleventh day of August, in the year of our Lord one thousand eight hundred and sixty-three.

Whereas the above-named claimant hath prosecuted an appeal to the Supreme Court of the United States, pursuant to section 7 of the prize act approved March 3, 1863, to reverse the decreed rendered in the above-entitled suit by the judge of the district court of the United States for the southern district of New York:

Now, therefore, the condition of this obligation is such that if the above-named claimant shall prosecute his appeal to effect and answer all damages and costs if he fail to make his appeal good, then this obligation shall be void; otherwise, the same shall be and remain in full force and virtue.

ISAAC P. MARTIN. [L. S.]
CHAS. M. HALL. [L. S.]

Sealed and delivered, and taken and acknowledged, this 11th day of August, 1863, before me.

HENRY J. McADAM, *Comm'r of Deeds.*

505 UNITED STATES OF AMERICA,
Southern District of New York, ss:

Isaac P. Martin and Charles M. Hall, being severally duly sworn, each depose and say that he resides in the city of New York, and that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

ISAAC P. MARTIN.
CHAS. M. HALL.

Sworn to this 11th day of August, A. D. 1863, before me.
HENRY J. McADAM, *Comm'r of Deeds.*

The sufficiency of the sureties to the within bond approved.
SAM'L R. BETTS.

August 12th, 1863.
Filed 18th day of August, 1863.

UNITED STATES OF AMERICA,
State of New York, City and County of New York, ss:

On this eleventh day of August, A. D. 1863, personally came before me Isaac P. Martin and Charles M. Hall, to me severally known to be the individuals described in and who executed the within undertaking or bond, and severally acknowledged that they executed the same.

HENRY J. McADAM, *Comm'r of Deeds.*

506 District court of the United States for the southern district of New York.

THE STEAMER PETERHOFF, HER TACKLE, APPAREL, FURNITURE, and cargo, Stephen Jarman, cl'm't and appell't,
against
THE UNITED STATES, resp'ts.

To the honorable the Supreme Court of the United States: The appeal of Stephen Jarman, the above-named claimant and appellant, respectfully showeth that on or about the thirtieth day of March, 1863, a libel was filed against the steamer Peterhoff, her tackle, apparel, furniture, and the cargo laden on board said steamer, by E. Delafield Smith, esquire, district attorney of the United States for the southern district of New York, on behalf of the said United States, alleging in substance as follows:

First. That the said steamer Peterhoff, with the goods, &c., laden therein, was captured as lawful prize on or about the 25th day of February, 1863, on the Atlantic Ocean, off the island of St. Thomas, by the United States steamer Vanderbilt, Captain C. S. Baldwin, United States navy, commanding.

Second. That the said steamer Peterhoff, &c., were rightfully subject to capture as lawful prize, and should be condemned to the use of the libellents.

Third. That said steamer, &c., had been brought to the port of New York and within the jurisdiction of the honorable court.

507 Fourth. That by reason of the premises the said steamer Peterhoff, her tackle, &c., and cargo were liable to condemnation and forfeiture as lawful prize, and said libel prayed a condemnation and forfeiture to the use of the libellants of said steamer, &c., and cargo.

That on or about the 21st day of April, 1863, a claim and answer of Stephen Jarman, captain of the said steamer, and as bailee and agent for the owners of the said steamer, &c., and cargo, the appellant herein, was filed, whereby he claimed the whole of the said steamer Peterhoff, her tackle, &c., and cargo, as the sole property of his principals, the owners aforesaid, denied the legality of the capture, and denied that the said steamer and cargo were subject to seizure and condemnation, and prayed restoration, with costs, charges, demurrage, fees, and expenses.

That the cause came on to be tried before the Honarable Samuel R. Betts, judge of the district court, on the sixth day of July 1863, upon the pleadings, depositions in preparatorio and ship's papers, and that deliberation being had thereon, his honor the district judge, on the 1st day of August, 1863, made a decree, wherein and whereby it was adjudged and decreed, among other things, that the said steamer Peterhoff, her tackle, apparel, and furniture, and cargo be condemned and forfeited to the United States, on the ground that the said captured property is lawful prize of war.

And this appellant further says that he is advised and believes that the said decree is erroneous in that it condemns and forfeits the said steamer Peterhoff, her tackle, &c., and cargo to the use of the libellants herein.

508 That for this and other reasons this claimant respectfully appeals from the whole of said decree to the Supreme Court of the United States next to be holden in Washington, on the first Monday of December, 1863.

And this appellant respectfully prays that the said decree of the said district court and the libel, answers, depositions, evidence, and proceedings in the said cause may be sent to the Supreme Court of the United States without delay, and that the said Supreme Court will proceed to hear the said cause anew, and that the said decree of the district court, and every part thereof, may be reversed and a decree made, dismissing said libel, with all costs and damages, to this claimant, or such other decree be made herein as to the the said Supreme Court shall seem just.

MARTIN & SMITH,
Proctors for Claimant.

Endorsed: In prize 17, 494, 542. U. S. district court. The steamer Peterhoff, her tackle, &c., ag'st the United States. Appeal. Martin & Smith, pro. for cla't.

Due service of a copy of the within appeal is hereby admitted.
E. DELAFIELD SMITH,
U. S. Dist. Att'y.

Dated New York, August 10, 1863.
Filed 11th Aug't, 1863.

509 On appeal from the district court of the United States for the southern district of New York.

THE STEAMSHIP PETERHOFF, HER TACKLE, &C., AND CARGO, SAMUEL J. REDGATE AND GEORGE W. ALMOND, OWNERS, CONSIGNEES, AND AGENTS, &C., CLAIMANTS OF CARGO,
vs.
THE UNITED STATES.
} In prize.

To the Honorable the Supreme Court of the United States:

The petition of appeal of Samuel J. Redgate and George W. Almond, the above-named claimants and appellants, respectfully sheweth:

That on or about the thirtieth day of March, A. D. 1863, a libel was filed

against the steamship Peterhoff, her tackle, apparel, furniture, and the cargo laden on board said steamship, by E. Delafield Smith, esq., district attorney of the United States for the southern district of New York, alleging in substance as follows:

I. That said steamship Peterhoff, with the goods, &c., laden therein, was captured as lawful prize, on or about the 25th day of February, A. D. 1863, in the Atlantic Ocean, off the island of St. Thomas, by the United States steamer Vanderbilt, Capt. C. S. Baldwin, of the United States navy, commanding.

II. That said steamer Peterhoff and cargo were rightfully subject to capture as lawful prize, and should be condemned to the use of libellants.

III. That said steamer, her cargo, &c., had been brought to the port of New York, in the southern district of New York, within the jurisdiction of this honorable court.

510 IV. That by reason of the premises, the said steamship, Peterhoff, her tackle, &c., and cargo were liable to condemnation and forfeiture as lawful prize; and said libel prayed a condemnation and forfeiture to the use of said libellants of said steamer, &c., and cargo.

That on or about the 21st day of April, 1863, claims and answers of said petitioners, as owners, consignees, and agents, &c., of cargo, were filed, whereby they claimed as owners, consignees, agents, &c., a large portion of said cargo, and of the value in the aggregate of five hundred and twenty-five thousand dollars, or thereabouts, as the sole property of themselves and their principals; denied the legality of the capture; respectively denied that the said cargo as aforesaid respectively represented by them, was subject to seizure and condemnation, and prayed restoration, with costs, charges, demurrage, damages, fees and expenses.

That the cause came on to be tried before the Hon. Samuel R. Betts, judge of the aforesaid district court, on the seventh day of July, A. D. 1863, upon the pleadings, depositions *in preparatorio*, and the ship's papers, and that deliberation being had thereupon, his honor the district judge, on the 1st day of August, 1863, made a decree therein, and whereby it was adjudged and decreed, among other things "that, the said steamship Peterhoff, her tackle, apparel and furniture, and cargo be condemned and forfeited to the United States, on the ground that said captured property is prize of war."

And these appellants further say that, as they are respectively advised, and severally believe, the said decree is erroneous, in that it condemns and forfeits the cargo represented as aforesaid, by these appellants, to the use of the libellants herein.

That for this and other reasons these claimants respectively join in
511 the appeal from the whole of that part of the said decree which forfeits the cargo represented by them, or either of them, to the Supreme Court of the United States next to be holden in the city of Washington, on the first Monday of December, 1863.

And these petitioners, appellants, respectively pray that the said decree of the district court, and the libel, answers, depositions, evidence, and proceedings in the said cause may be sent to the Supreme Court of the United States without delay; and that the said Supreme Court will proceed to hear the said cause anew, and that the said decree of the said district court, and every part thereof which affects the rights of these claimants as aforesaid, or the underwriters of the cargo represented by them, may be reversed, and a decree made dismissing said libel, with all costs and damages to these claimants, appellants, respectively, or that such other decree be made therein as to the said Supreme Court shall seem just. And your petitioners, &c.

LORENZO SHERWOOD,
Proctor for the above-named Claimants and Appellants.

Endorsed: In prize, 17, 494. On appeal from the district court of the southern dis't of N. York to the Sup'e Court. The steamship Peterhoff, her tackle, &c., and cargo, Redgate & Almond, claimants of cargo, *vs.* the United States, in prize. Petition of appeal. Lorenzo Sherwood, proctor for claimants of cargo, &c.
Filed Aug't 29th, 1863.

520 District court of the United States for the southern district of New York.

THE UNITED STATES
vs.
THE STEAMER "PETERHOFF" AND HER CARGO.

To Martin & Smith, esqs., and L. Sherwood, esq., proctor for claimants and appellants:

GENTLEMEN: Take notice that on Wednesday, the 24th day of February, 1864, I shall move this court, at the court-rooms thereof, for the entry of an order in this case *nunc pro tunc*, as of the day the decree of condemnation was entered therein, to the following purport and effect:

That on motion of the counsel for the claimants, the court rejects as incompetent evidence, the question put by the commissioner to Stephen Jarman on his re-examination, on the 16th day of May, 1863, from and including the word "question" to and including the word "over," and the answer to said question from and including the word "answer" to and including the word "stated," and also the statement signed by the commissioner contained in the record of the testimony on such re-examination, commencing with the word "the" and ending with the word "commissioner"; that
521 on motion of the counsel for the libellants the court rejects as incompetent evidence the paragraph contained in the record of the testimony on such re-examination, which follows the answer of Captain Jarman, to the 3d special interrogatory, commencing with the word "the" and ending with the word "witnesses;" and that on the hearing of the case, the counsel for the libellants offered to read in evidence two papers, being certificates from the office of the Secretary of State of the United States, with papers thereto annexed, (such papers to be annexed to the order,) and which are among the papers in this cause in the clerk's office not filed, but each of them endorsed "Offered on hearing. S. R. Betts," but that the court rejects the said two papers so offered at the hearing, as incompetent evidence, and that the court also refuses to grant the motion of the counsel for the libellants to permit further proof to be given in this case on the part of the libellants, in order that evidence may be introduced in reference to the letter from James J. Bennett & Wake forming part of said two papers; and that I shall also move said court that such order so to be entered contain a provision that a copy of it, and of the papers annexed to it, form a part of the return from this court on any appeal to the Supreme Court from the decree herein.

Yours, &c.,

E. DELAFIELD SMITH, *U. S. District Attorney.*

Dated New York, February 20th, 1864.

522 Endorsed: 17, 494–543. U. S. district court. The United States *vs.* the steamer "Peterhoff," her tackle, &c., and cargo. Notice of motion for entry of order as to Capt. Jarman's testimony, &c. E. Delafield Smith, U. S. dist. att'y, to Messrs. Martin & Smith, and L. Sherwood, esq.

Service of a copy of the within notice is hereby admitted.
Feb'y 22, 1864.

MARTIN & SMITH, *Proc., &c.*
L. SHERWOOD,
per B. G.

Filed Feb'y 24th, 1864.

523 UNITED STATES OF AMERICA, *Department of State:*

To all to whom these presents shall come, greeting:

I certify that the document hereunto annexed is a true copy, duly examined and compared with the original on file in this department.

In testimony whereof, I, William H. Seward, Secretary of State of the United States, have hereunto subscribed my name and caused the seal of the Department of State to be affixed.

Done at the city of Washington, this twenty-ninth day of April, A. D. 1863, and of the independence of the United States of America the 87th.

[SEAL.] WILLIAM H. SEWARD.

No. 77 CORNHILL, E. C., *London, Nov. 24th*, 1862.

———— ————, Esq.:

DEAR SIR: We may state for the guidance of any friends who may be desirous of shipping to America, that arrangements have been made for the dispatch of a vessel by us to the Rio Grande about first week of December; that cost of freight and insurance on goods can be paid at the port of delivery. The services of the highly respectable firm of Messrs. Brown, Fleming & Co., at Matamoras, have been secured, also those of Mr. Redgate, Lloyds' agent, an expert in cotton, and who has been resident nearly 40 years
524 in Texas and Mexico. That gentleman's services will be of great value to shippers in respect to his local knowledge and influence, as also as regards agency of the inland transit and landing and shipping of goods and cotton. Mr. Harding, of the firm of Messrs. Harding, Pullein & Co., of this city, has been named, and consented to act, as factor for the receiving of the proceeds in cotton and the equal distribution of same to the shippers according to value of respective shipments, and who will effect the necessary insurance. Further, a Mr. Besbie, of the Confederate States of America, holds a contract from that government, whereby he is to receive 100 per cent. on invoice cost, payable in cotton, at specie value, clear of all charges of freight, &c., for any goods he may deliver into the Confederate States. Said contract has been authenticated by Mr. Mason and others. He is willing to share same, say to the extent of 50 per cent., with any houses that may feel inclined to ship; moreover, said parties are at liberty to send out their own supercargoes, and if the goods can meet with a better market, shippers by our vessel may avail themselves of said contract or not, but in the latter case there will be no certainty of getting cotton back as the wagon traffic cannot be properly carried out without the aid of government support in shape of teamsters to attend to cattle, and which the Confederate government will supply from the army to facilitate the inland transport of goods and the bringing back of cotton for the contract. In the event of peace or cessation of hostilities the Confederate government by the contract bind itself to receive goods that are shipped but not delivered,
525 and for any orders not shipped but in course of same 10 per cent. profit upon invoice cost and charges.

Any further information you may require we shall be happy to give our best efforts to obtain from the respective parties interested.

We remain, dear sir, yours truly,

(Signed) JAMES J. BENNETT & WAKE.

Endorsed: U. S. *v.* Peterhoff. Document sent by U. S. consul, at London, to Sec't'y State. Rec'd by dis't att'y in letter from State Dep'm't dated, April 29, '63.

Offered on hearing.

S. R. BETTS.

526 UNITED STATES OF AMERICA, *Department of State:*

To all to whom these presents shall come, greeting:

I certify that Freeman H. Morse, whose name is subscribed to the paper hereunto annexed, is now and was at the time of subscribing the same consul of the United States at London, duly commissioned, and that full faith and confidence are due to his acts as such. And I further certify that the seal of the said consulate is attached to the document hereto annexed.

In testimony whereof, I, William H. Seward, Secretary of State of the United States, have hereunto subscribed my name and caused the seal of the Department of State to be affixed.

Done at the city of Washington, this seventh day of May, A. D. 1863, and of the independence of the United States of America the 87th.

[SEAL.] WILLIAM H. SEWARD.

CONSULATE OF THE UNITED STATES OF AMERICA AT LONDON.

I, Freeman H. Morse, consul of the United States of America for London and the dependencies thereof, do hereby make known and certify to all whom it may concern that John I. Andrew, before whom the annexed affidavit of Joshua Nunn was made, as appears by his signature thereto, is a London commissioner to administer oaths in chancery, and that to all
527 acts by him so done full faith and credit are and ought to be given in judicature and thereout.

In testimony whereof, I have hereunto set my hand and affixed the seal of the consulate of the United States, at London, aforesaid this 24th day of April, in the year of our Lord one thousand eight hundred and sixty-three, and in the eighty-seventh year of the independence of the said United States.

[SEAL.] F. H. MORSE.

I, Joshua Nunn, chief clerk in the United States consulate at London, do hereby truly and solemnly swear that the letter hereunto annexed by me is a copy of an original letter dated, &c., No. 77 Cornhill, London, Nov'r 24, 1862, and signed by the usual signature of the firm of Messrs. James J. Bennett & Wake, then and now doing business at 77 Cornhill, London, ship and insurance brokers and commission agents, and that the signature to the original letter copied by me was in the handwriting of one of the said firm of Bennett & Wake, and that the copy hereunto annexed is a true and faithful copy of the original letter which bore the usual, or one of the usual, and personal signatures of the said firm of James J. Bennett & Wake, to me known.

JOSHUA NUNN.

Sworn at my office, No. 5 Whitehart court, Lombard street, in the city of London, this 24th day of April, 1863, before me.

JOHN I. ANDREW,
A London commissioner to administer oaths in chancery.

528 No 77 CORNHILL, E. C., *London, Nov. 24th*, 1862.

DEAR SIR: We may state for the guidance of any friends who may be desirous of shipping to America that arrangements have been made for the dispatch of a vessel by us to the Rio Grande about first week of December; that cost of freight and insurance on goods can be paid at the port of delivery; the services of the highly respectable firm of Messrs. Brown, Fleming & Co., at Matamoras, have been secured, also those of Mr. Redgate, Lloyds' agent, an expert in cotton, and who has been resident nearly 40 years in Texas

and Mexico. That gentleman's services will be of great value to shippers in respect to his local knowledge and influence, as also as regards agency of the inland transit and landing and shipping of goods and cotton. Mr. Harding, of the firm of Harding, Pullein & Co., of this city, has been named, and consented to act, as factor for the receiving of the proceeds in cotton and the equal distribution of same to the shippers according to value of respective shipments, and who will effect the necessary insurance. Further, a Mr. Besbie, of the Confederate States of America, holds a contract from that government, whereby he is to receive 100 per cent. on invoice cost, payable in cotton, at specie value, clear of all charges of freight, &c., for any goods he may deliver into the Confederate States. Said contract has been authenticated by Mr. Mason and others. He is willing to share same, say to the extent of 50 per cent., with any houses who may feel inclined to ship; moreover, said parties are at liberty to send out their own supercargoes, and if the goods can meet with a better market, shippers by our vessel may
529 avail themselves of said contract or not, but in the latter case there will be no certainty of getting cotton back as the waggon traffic cannot be properly carried out without the aid of government support in shape of teamsters to attend to cattle, and which the Confederate government will supply from the army to facilitate the inland transport of goods and the bringing back of cotton for the contract.

In the event of peace or cessation of hostilities the Confederate government by the contract bind itself to receive goods that are shipped but not delivered, and for any orders not shipped but in course of same 10 per cent. profit upon invoice cost and charges.

Any further information you may require we shall be happy to give our best efforts to obtain from the respective parties interested.

We remain, dear sir, yours truly,

(Signed) JAMES J. BENNETT & WAKE.

[Enclosed in letter from Sec'y of State, dated May 7, '63.]

No. 53. UNITED STATES CONSULATE, *London, April* 24, 1863.

Hon. William H. Seward, Sec't'y of State:

SIR: * * * * * * * * * *

I am now able to send you an affidavit sworn to by my chief clerk, which I trust will make the letter of Messrs. Bennett & Wake legal evidence.
530 The letter commences by saying to their friends "who may be desirous of shipping to America," not to Mexico, that "arrangements have been made for the despatch of a vessel by us to the Rio Grande," not to Matamoras. The Peterhoff is the vessel alluded to here, and was the first vessel loaded by Bennett & Wake. When she left here she drew about 16 feet of water, and could not cross the bar at Matamoras, on which, if my information be correct, there is rarely more than eight feet of water.

It is clear from the letter that the goods were intended to be sent out in fulfilment of a contract made by a Mr. Besbie or Bisbee with the Confederate States, that their "cotton expert" and agent, Mr. Redstone, was to superintend the transit of the goods through Texas and the "bringing back of cotton for the contracts."

As the ship cannot go within 30 or 40 miles of Matamoras, but would have to lay more than three miles off the coast, beyond Mexican jurisdiction, and discharge her goods into small light-draft vessels, is there the least probability that they would have been taken to Matamoras, landed, duties paid, and then reshipped to Texas? Not the least; they would no doubt have been run directly to Texas, the same river craft that took up goods taking back cotton in return "for the contract."

Can such a trade be called neutral? If not, why should not the Peterhoff be condemned? If she can be legally and rightfully condemned, it will do much towards breaking up the extensive plans of supplying the insurgents through the Rio Grande and Texas route.

531 Your obedient servant,

(Signed) F. H. MORSE, *Consul.*

Endorsed: U. S. *v.* Peterhoff. Copy despatch from consul at London enclosed to dist. att'y in letter from Sec't'y State, dated May 7, '63.

Offered on hearing.

S. R. BETTS.

532 District court of the United States for the southern district of New York.

THE UNITED STATES
vs.
THE STEAMER PETERHOFF, HER TACKLE, &C., AND CARGO. } In prize.

On reading and filing a notice of motion with admission of service of the same upon Mess. Martin & Smith and L. Sherwood, esq., proctors for the respective claimants herein, and after hearing the United States district attorney in support of said motion, and the counsel for the respective claimants in opposition thereto, it is ordered *nunc pro tunc*, as of the day on which the decree of condemnation was entered herein, to wit, as of August 1st, 1863, that on motion of the counsel for the claimants, the question put by the prize commissioner to Stephen Jarman on his re-examination, on the 16th day of May, 1863, from and including the word "question" to and including the word "over," and the answer to said question from and including the word "answer" to and including the word "stated," and also the statement signed by the commissioner, contained in the record of the testimony on such re-examination, commencing with the word "the" and ending with the word "commissioner" be, and the same are hereby, rejected as incompetent evidence; that on motion of the counsel for the libellants, the paragraph contained in the record of the testimony on such re-examination which

533 follows the answer of Captain Jarman to the 3d special interrogatory, commencing with the word "the" and ending with the word "witnesses" be, and the same is hereby, rejected as incompetent evidence. And that the counsel for the libellants having on the hearing of the case offered to read in evidence two papers, being certificates from the office of the Secretary of State of the United States, with papers thereto annexed, and which are among the papers in this cause in the clerk's office not filed, but each of them endorsed "offered on hearing, S. R. Betts." The said two papers so offered at the hearing be, and the same are hereby, rejected as incompetent evidence, and that the motion of the counsel for the libellants to permit further proof to be given in this case on the part of the libellants, in order that evidence may be introduced in reference to the letter from James J. Bennett & Wake, forming part of the said two papers, be, and the same is hereby, denied. And on motion of the said district attorney, it is now further ordered that a copy of the notice upon which this order is based, and of this order, and of the said two papers, which are to be attached to and be a portion of this order, form a part of the return from this court on any appeal to the U. S. Supreme Court from the decree herein.

SAM. R. BETTS.

Dated New York, February 24, 1864.

534 Endorsed: 17, 494, 543. U. S. district court. The United States *vs.* the steamer Peterhoff and cargo. Order in reference to Capt. Jarman's testimony and exhibits offered as testimony. E. Delafield Smith, U. S. dist. atty. Filed Feb'y 24th, 1864.

535 United States district court, southern dist. of New York.

THE UNITED STATES
vs.
THE STEAMER PETERHOFF AND CARGO.

It is hereby consented that Exhibits Nos. 243 and 272, being lithographs of cotton-press and cargo books, marked B, C, D, and E, (H. H. E.,) of the steamer Peterhoff be sent up to the U. S. Supreme Court as originals on the appeal taken in said cause.

New York, Feb'y 29, 1864.

(Signed) E. DELAFIELD SMITH, *U. S. Dist. Att'y.*
(Signed) MARTIN & SMITH, *Pr's for Cl'nts, &c.*

Endorsed: 17, 494, 543. In re. Peterhoff. Consent to send up exhibits and cargo books as original on appeal. Filed March 1st, 1864.

536 D'R SIR: You may omit from the apostles in the Peterhoff case, the following, viz:

1st. The appendix, protest, &c., from page 107 to p. 135 of printed book in apostles.

2nd. The appraisal papers, p. 512 to p. 519 of the apostles.

As to the omission of the argument, &c., of the motion to examine Mr. Redgate, Mr. Sherwood, Redgate's counsel, should be applied to.

Y'rs resp'y,
MARTIN & SMITH.
Per M. W. DIVINE.

Aug. 23, 1864.

If you desire a formal consent to the above we will sign it.

We suppose the apostles must be re-foliod.

We consent that the above papers marked 1st and 2nd be omitted from the apostles in the matter of the U. S. *vs.* steamship Peterhoff, &c.

Dated Aug. 23, 1864.

MARTIN & SMITH,
E. DELAFIELD SMITH, *U. S. Dis't Att'y.*

Filed Aug. 24, 1864.

Endorsed: 17, 543. U. S. district court. The United States *vs* s't. ship Peterhoff, &c. Memo. and consent to insert certain papers from apostles.

A, H. H. E.

A log-book, containing the proceedings on board the SS. Peterhoff, from the port of London to Matamoras, commanded by Capt. S. Jarman, R. N. R. Commencing, ——; ending, ——; kept by H. Bound.

537 *Log of the SS. Peterhoff from London towards Plymouth.*

THURSDAY, 8TH JAN'Y, 1863.

H.	K.	F.	Course.	Winds.	
1	...	....	.....	.....	4 a.m., light breezes and clear.
2	...	....	.....	.....	7 a. m., hove short the cable.
3	...	....	.....	.....	8 a. m., do. weather.
4	...	....	.....	SE.....	8.30 a. m., weighed the anchor and proceeded on the voyage at full speed.
5	...	....	.....	.....	
6	...	....	.....	.....	10 a. m., passed the Nore light vessel.
7	...	....	.....	.....	
8	4	....	.....	SW.....	Noon, light breezes and clear.
9	8	4	.....	.....	4 p. m., light breezes and cloudy, passing through the Downs.
10	8	4	Various	.....	
11	8	4	.....	.....	4.45 p. m., south Ireland, bearing NW.; dist. 2½ miles; set the course SW. by W.
12	8	4	.....	.....	
1	8	4	.....	.....	7.45 p. m., Dungeness light bearing north, dist. 5 miles.
2	8	4	.....	.....	
3	8	4	.....	.....	8 p. m., fresh breezes and clear; well 5 inches.
4	8	4	.....	.....	
5	8	4	SW. by W..	W. by S..	10.20 p. m., Beachy Head bearing NW. by W.; dist. 12 miles.
6	8	....	.....	.....	
7	8	....	.....	.....	11.30 p. m., set the fore-and-aft canvass.
8	8	....	W. by S½ S.	.....	
9	8	....	.....	.....	Midnight, Beachy Head bearing north; dist. 7 miles.
10	8	....	.....	.....	
11	8	....	W. by N....	S.SW....	
12	8	4	.....	.....	

538 FRIDAY, JAN'Y 9, 1863.

1	8	....	W. by N.....	S.SW....	A. M., fresh breezes and clear.
2	8	....	.....	.....	4 a. m., light breezes and cloudy.
3	8	....	.....	.....	4.20 a. m., Ower's light bearing N. by E.; dist. 6 miles.
4	8	....	.....	.....	
5	8	....	W. by N½ N..	.....	6.40 a. m., St. Catharine's light bearing north; dist. 9 miles.
6	8	....	.....	.....	
7	8	....	.....	.....	8 a. m., moderate breezes and fine; well 5 inches.
8	8	4	.....	.....	
9	9	....	.....	.....	9.20 a. m., Durlstan Head bearing N. ¾ W.; St. Alban's Head NW. by N.
10	9	....	W. by N....	South....	
11	9	....	.....	.....	

Log of the SS. Peterhoff from London towards Plymouth—Continued.

H.	K.	F.	Course.	Winds.	
12	9	....	.....	.....	10 a. m., set the foretopsail.
1	8	4	.....	.....	Noon, Bill of Portland bearing N.NW.; dist. 12 miles.
2	8	....	.....	.....	
3	8	....	.....	.....	P.M., light breezes and clear.
4	8	....	.....	.....	2.20 p. m., Bill of Portland NE.; dist. 16 miles.
5	8	....	W.NW.....	.....	
6	8	....	.....	.....	4 p.m., fresh breezes and clear.
7	7	4	.....	.....	5 p. m., took in foretopsail.
8	7	....	.....	.....	5.30 p. m., stopped and took on board a Brixham pilot.
9	7	....	W.SW.....	.....	
10	7	....	.....	.....	5.40 p. m., proceeded again at full speed.
11	7	....	NW.....	.....	
12	6	4	.....	.....	6.15 p. m., Start light bearing NW. by W. 7.15 p. m., Start light bearing N. by E. 11.20 p. m., came to an anchor in Plymouth Sound, with 45 cable in 7-fathom water. Midnight, fresh breezes and clear; set an anchor watch.

Log of the SS. Peterhoff lying in Plymouth.

539 SATURDAY, 10 JAN'Y, 1863.

First part, fresh SW. breezes and cloudy; crew employed clearing up the decks, &c.

11 a. m., weighed the anchor and proceeded farther up the sound, and came to an anchor, with 45 fathom chain in 7-fathom water.

Noon, strong breezes and cloudy; commenced taking in fuel in fore-and-after hold.

8 p. m., light breezes and cloudy; well 6 inches.

11 p. m., finished taking in patent fuel with 120 tons.

Ends fresh breezes and cloudy; set the watch.

SUNDAY, 11 JAN'Y, 1863.

Fresh SW. breezes and cloudy throughout the day.

8 p. m., set the watch; well 6 inches.

Ends fresh breezes and cloudy.

MONDAY, 12 JAN'Y, 1863.

First part, fresh SW. breezes and cloudy; laborers' crew employed washing decks and scrubbing paint work.

Noon, fresh gales and squally; let go the port anchor and veered to 30 fathom's chain on port, and 75 fathoms on the starb'd.

8 p. m., set the watch; well 6 inches.

Ends fresh gales and squally.

540 TUESDAY, 13TH JAN'Y, 1863.

Strong SW. gales and squally throughout the day. Crew employed holystoning the poop, &c.

8 p. m., set the watch; well 6 inches. Ends strong gales and cloudy.

WEDNESDAY, 14TH JAN'Y, 1863.

Fresh gales and cloudy throughout the day. Crew employed overhauling blocks and gear. Carpenter employed variously.

8 p. m., set the watch; well 5 inches. Ends moderate, westerly breezes and clear.

THURSDAY, 15TH JAN'Y, 1863.

First part light SE. breezes and clear.

10 a. m., weighed the port-anchor and v. to 60 fathoms on starb'd cable. Crew employed fitting studding-sail blocks and gear. Carpenter employed making pig-styes and sheep-pens.

8 p. m., set the watch; well 6 inches. Ends light breezes and cloudy.

541 FRIDAY, 16TH JAN'Y, 1863.

Fresh easterly breezes and clear throughout the day, crew employed sending up top-gall't yards and fore-topm't studding sail booms, &c.

Carpenter employed fitting boom irons on the fore and main yards.

8 p. m., set the watch; well 6 inches. Ends fresh breezes and cloudy.

SATURDAY, 17TH JAN'Y, 1863.

First part fresh SE. breezes and cloudy.

Crew employed fitting studding sail gear, &c.

Carpenter employed making studing sail yards.

8 p. m., set the watch; well 6 inches. Ends fresh SW. breezes and squally.

Log of the SS. Peterhoff from Plymouth.

542 SUNDAY, JAN'Y 18TH, 1863.

H.	K.	F.	Course.	Winds.	
1	....	....	.....	.....	8 a. m., strong breezes with rain; well 5 inches.
2	....	....	.....	.....	
3	....	....	.....	.....	10 a. m., pilot came on board.
4	....	....	.....	.....	11 a. m., hove short the cable.
5	....	....	.....	.....	11.45 a. m., weighed the anchor and proceeded out of the harbor at half speed.
6	....	....	.....	.....	
7	....	....	.....	.....	
8	....	....	.....	W.SW...	P. M. strong breezes and squally.
9	....	....	.....	.....	1.20 p. m., stopped for pilot to leave.
10	....	....	.....	NW.....	1.30 p. m., proceeded on the voyage at full speed.
11	....	....	.....	.....	
12	....	....	.....	.....	2 p. m., Eddystone bearing S. ½ E., dist. 7 miles; set the fore-and-aft canvass.
1	....	....	.....	.....	
2	....	....	.....	.....	
3	7	....	W. by S....	.....	4 p. m., wind increasing.

Log of the SS. Peterhoff from Plymouth.—Continued.

H.	K.	F.	Course.	Winds.	
4	7	....	.....	.....	6 p. m., Falmouth l't bearing north,
5	7	....	SW. by W..	.....	dist. 12 miles.
6	7	....	SW.....	.....	6.40 p. m., Lizard lights bearing
7	7	....	W. SW.....	.....	west.
8	7	....	.....	.....	7.30 p. m., do. north, dist. 5 miles.
9	6	...	W. by S....	.....	8 p. m., fresh gales and cloudy;
10	6	....	NE.....	.....	Well 5 inches. Lizard lights
11	5	...	NE.....	.....	bearing NE. $\frac{3}{4}$ N.
12	3	....	NE.....	.....	9.20 p. m., wore ship to NE. and in
					9 p. m., gales increasing, with a heavy sea, shipping a great deal of water over all.
					all sail.
					10.30 p. m., slowed the engines.
					Midn't, strong gales with heavy squalls of rain; Lizard l'ts bearing NW. by W.; Falmouth l't N. by E.$\frac{1}{2}$ E.

543 MONDAY, 19TH JAN'Y, 1863.

1	2	....	NE.....	NW....	A. M., strong gales and cloudy.
2	2	....	.....	.....	2.30 a. m., Lizard l'ts bearing W. $\frac{1}{2}$ S.
3	2	....	W.SW.....	.....	Falmouth l'ts N. by W.; wore
4	2	....	.....	.....	ship to W. SW.
5	2	....	.....	.....	4 a. m., heavy gales and squally.
6	2	....	.....	.....	6.30 a. m., wore ship to N. by E. for
7	3	....	N. by E....	.....	Falmouth light.
8	6	4	.....	.....	7 a. m., went on at full speed.
9	4	....	.....	.....	7.15 a.m., stopped and took on board
10	....	....	.....	.....	Mr. James Derry, pilot and pro-
11	....	....	.....	.....	ceed towards Falmouth Harbor
12	....	....	.....	.....	at full speed.
1	....	....	.....	.....	8.40 a. m., came to an anchor in
2	....	....	.....	.....	Falmouth Harbor, 15 fathoms
3	....	....	.....	.....	water; veered cable to 75 fathoms.
4	....	....	.....	.....	4 p. m., strong gales and squally;
5	....	....	.....	.....	crew employed clearing up the
6	....	....	.....	.....	decks.
7	....	....	.....	.....	8 p. m., set an anchor watch; well 5
8	....	....	.....	.....	inches.
9	....	....	.....	.....	
10	....	....	.....	.....	
11	....	....	.....	.....	
12	....	....	.....	.....	

544 TUESDAY, 20TH JAN'Y, 1863.

4 a. m., gale increasing. Let go the port anchor and veered away to 30 fathoms and to 90 on starb'd cable.

8 a. m., strong gales with very heavy squalls of rain.

Crew employed throughout the day washing decks, &c.; carpenter variously.

8 p. m., blowing a complete hurricane. Set an anchor watch. Well 5 inches.

WEDNESDAY, 21ST JANUARY, 1863.

First part gale moderating. Crew employed holystoning the poop. Carpenter employed with fittings in saloon.

Noon moderate NW. breezes and fine.

3.30 p. m., weighed the port anchor and hove in to 60 fath'ms on starb'd cable.

8 p. m. set the watch. Well 5 inches.

Ends strong NW. breezes and squally.

545 THURSDAY, 22D JAN'Y, 1863.

Fresh SW. gales and cloudy throughout the day. Crew employed repairing boats' covers and making binnacle covers, &c. Carpenter employed variously.

8 p. m., set the anchor watch. Well 5 inches.

Ends strong gales and squally.

FRIDAY, 23D JAN'Y, 1863.

Strong westerly gales and cloudy throughout the day. Crew employed fitting blocks for main-top-mast stud'g sail gear, &c. Carpenter employed in making stud'g sail yards.

8 p. m., set the watch. Well 5 inches.

10 p. m., gale increasing. Let go the port anchor.

Ends strong gales and squally.

546 SATURDAY, 24TH JAN'Y, 1863.

Fresh SW. gales and cloudy throughout the day. Crew employed variously. Carpenter in the saloon.

8 p. m., set the anchor watch. Well 5 inches.

Ends strong breezes and cloudy.

SUNDAY, 25TH JAN'Y, 1863.

Light NW. breezes and clear first part.

10, weighed the port anchor.

1 p. m., strong westerly breezes and squally. Let go the port anchor and veered to 45 fathoms and 60 on starb'd anchor.

8 p. m., set the watch. Well 5 inches.

Ends strong breezes and squally.

MONDAY, 26TH JAN'Y, 1863.

Fresh SW. gales and cloudy throughout the day. Crew employed variously. Carpenter employed repairing the dingy.

8 p. m., set the watch. Well 5 inches.

Ends light breezes and clear.

Log-book of the SS. Peterhoff, &c.—Continued.

547 TUESDAY, 27TH JAN'Y, 1863.

H.	K.	F.	Course.	Winds.	
1	....	....	.....	.....	8 a. m., fresh breezes and clear.
2	....	....	.....	.....	9 a. m., commenced weighing the port anchor.
3	....	....	.....	.....	
4	....	....	.....	.....	10 a. m., weigh'd both anchors at once on account of their being foul of each other, so were obliged to let go again to keep us from drifting down on other vessels.
5	....	....	.....	.....	
6	....	....	.....	.....	
7	....	....	.....	.....	
8	....	....	.....	.....	
9	....	....	.....	.....	11 a. m., made fast a hawser to the bark Angus and commenced weighing again.
10	....	....	.....	.....	
11	....	....	.....	.....	
12	....	....	.....	.....	P. M., light breezes and clear.
1	....	....	.....	.....	3 p. m., cleared the anchor and weighed the port.
2	....	....	.....	.....	
3	....	....	.....	.....	5.40 p. m., weigh'd the starb'd anchor and proceeded out of the harbor at half speed.
4	....	....	.....	.....	
5	....	....	.....	.....	
6	....	....	South	.....	6.10 p. m., stopped for pilot to leave.
7	6	7	W.SW.....	.....	6.15 p. m., proceeded on the voyage at full speed, Falmouth l't bearing east dist. 1½ miles.
8	6	7	West	.....	
9	6	7	W. by S....	.....	
10	6	....	.....	.....	8 p. m., light airs and moonlight. Well 5 inches.
11	6	....	.....	.....	
12	6	....	.....	.....	8.30 p. m., Lizard lights bearing N.NE., dist. 4½ miles. Set the course W. by S.
					11 p. m., lost sight of Lizard l'ts bearing E. by N. ½ N.
					Midn't, light breezes and clear, with heavy swell from the west'd.

548 WEDNESDAY, 28TH JAN'Y, 1863.

1	6	4	W. by S....	.....	A. M, light breezes and clear.
2	6	4	.....	.....	1 a. m., set the fore-and-aft canvass.
3	7	....	.....	.....	4 a. m., fresh breezes and cloudy.
4	7	....	.....	.....	8 a. m., fresh breezes, with heavy head sea. Well 5 inches.
5	6	4	.....	.....	
6	6	4	.....	.....	Engineer reported all well in engine-room department.
7	6	....	.....	.....	
8	7	....	W. by S. ½ S.	.....	Consumption of fuel, 13 cwt. per hour.
9	6	....	.....	.....	
10	6	....	.....	.....	Revoltion, 66 per minute average.
11	6	....	.....	.....	Pr. log, 113 miles.
12	6	....	.....	.....	Lat. D. R., 49° 2′ N.; long., 7° 24′

Log-book of the SS. Peterhoff, &c.—Continued.

H.	K.	F.	Course.	Wind.	
1	5	....	W. by S. ½ S.	S.SW	W. Lat. obs., 49° 1′ N.; long., 7° 45′ W.
2	5	....	W. by S....	.....	
3	5	....	.....	.....	P. M., strong breezes and cloudy.
4	5	....	.....	.....	2 p. m., squally with rain. In jib.
5	4	4	.....	.....	4 p. m., strong breezes and cloudy.
6	4	4	.....	.....	Engineer report all well in engine-room.
7	4	4	.....	.....	
8	4	4	.....	.....	8 p. m., do., W., with heavy SW swell. Engineers report all well.
9	4	4	W. ½ N	.....	
10	4	4	.....	.....	Well 5 inches.
11	4	...	.....	.....	Midn't, fresh breezes and cloudy.
12	4	....	.....	.....	Engineers report all well.

548¼ THURSDAY, 29TH JAN'Y, 1863.

1	4	....	W. by N. ½ N..	W.SW.	4 a. m., wind. Sea moderating.
2	4	....	.....	.....	Engineers report all well.
3	4	....	.....	.....	8 a. m., fresh breezes and cloudy.
4	4	....	.....	.....	Engineers report all well. Well
5	4	....	W.NW.....	.....	5 inches. Put ship on starb'd
6	4	....	.....	.....	tack heading S.SW.
7	4	....	.....	.....	Engineers report all well. Con-
8	4	....	.....	.....	sumption of fuel, 13 cwt. per hour.
9	5	4	S. by W. ½ W.	.....	Revolution, 64 average. Dist. p'r
10	5	4	.....	.....	log, 109 miles.
11	5	4	.....	.....	Lat. D. R., 48° 17′ N.; long., 9° 49′
12	5	4	.....	.....	W. Lat. obs., 48° 18′ N.; long.,
1	5	....	S. by W. ¼ W.	.....	9° 40′ W.
2	5	....	.....	.....	Bar., 29.60.
3	5	....	.....	.....	3 p. m., split the fore-top-m't stay
4	5	....	.....	.....	sail; hauled down and unbent it.
5	5	....	.....	.....	4 p. m., strong breezes and thick
6	5	....	S by W. ½ W.	.....	weather. Engineers report all
7	4	6	S. by W....	.....	well.
8	4	6	.....	.....	8 p. m., strong breezes and cloudy.
9	4	4	South.....	.....	Well 5 inches. Engineers report
10	4	4	.....	.....	all well.
11	4	4	.....	.....	Midn't, fresh gales and cloudy. En-
12	4	4	.....	.....	gineers report all well.
					Bar., 29.50.

Log book of the SS. Peterhoff, &c.—Continued.

548½ FRIDAY, JAN'Y 30, 1863.

H.	K.	F.	Course.	Wind.	
1	4	6	South.....	SW.....	A. M., strong gales and squally.
2	4	6	.....	.....	4 a. m., strong gales and cloudy.
3	4	4	.....	.....	Engineers report all well.
4	4	4	.....	.....	8 a. m., strong gales, with heavy
5	3	4	S. ½ W.....	.....	head sea. Engineers report all
6	3	4	.....	.....	well. Well 5 inches. Shipping
7	3	4	.....	.....	a great deal of water over all.
8	3	4	.....	.....	Noon, strong gales with heavy
9	3	6	.....	.....	squalls of rain. Single reefed
10	3	6	.....	.....	foretry sail.
11	3	6	.....	.....	Consumption of coal, 13 cwt. per
12	3	6	.....	.....	hour.
1	3	....	S ½ W.....	SW. by W.	Bar., 29.10.
2	3	....	S. by W. ½ W.	W. SW....	Revolution, 63 average.
3	3	4	.....	.....	Dist. per log, 105 miles.
4	3	4	.....	.....	Lat. D. R., 46° 39′ N.; long., 8° 51′
5	3	4	.....	.....	west.
6	3	4	.....	.....	Lat. obs'n, 46° 30′ N.; long., 8° 40′
7	3	4	.....	.....	west.
8	3	4	.....	.....	4 p. m., fresh gales and cloudy.
9	3	4	.....	.....	Engineers report all well.
10	3	4	.....	.....	8 p. m., strong breezes and moon-
11	4	....	.....	.....	light. Engineers report all well.
12	4	....	.....	.....	Well, 4 inches.
					Crew employed putting coal off the deck into bunkers.
					Midn't, strong breezes and squally. Engineers report all well.
					Bar., 29.20.

549 SATURDAY, JAN'Y 31ST, 1863.

1	3	4	S.SW.....	W.SW....	A. M., fresh gales and squally.
2	3	4	.....	.....	4 a. m., strong breezes and cloudy.
3	4	....	.....	.....	Engineers report all well.
4	4	....	.....	.....	8 a. m., fresh breezes and fine; well,
5	4	4	W. SW. ...	NW. by W.	2 inches.
6	4	4	.....	.....	Shook out reef of foretry sail. En-
7	4	4	W. by S....	NW.....	gineers report all well.
8	4	4	.....	.....	Noon, engineers report all well.
9	4	4	.....	.....	Consumption of fuel per hour, 13
10	4	4	.....	.....	cwt.
11	5	....	.....	.....	Bar., 29.60.
12	5	....	.....	.....	Revolution, 65 average.
1	5	....	W.SW.	NW.	Dist. pr. log, 94 miles.
2	5	....	.....	.....	Lat. D. R., 45° 9′ N.; long., 8° 56′
3	4	4	SW. by W. .	N.NW. . .	W.

Log book of the SS. Peterhoff, &c.—Continued.

H.	K.	F.	Course.	Wind.	
4	4	4	.....	.....	Lat. obs'n, 45° 8′ N.; long., 8° 38′ W.
5	4	4	SW.	.....	P. M., fresh breezes and clear.
6	4	4	.....	.....	2.30 p. m., took in F. top sail; found a quantity of ship-stores damaged with salt water.
7	5	4	SW.½ S...	.....	
8	5	4	W.SW.	West.....	
9	5	4	.....	.....	
10	5	4	.....	.....	4 p. m., moderate breezes and fine. Engineers report all well.
11	5	....	.....	.....	
12	5	....	W. by S.½ S.	.....	7.30 p. m., altered course to W.SW. Took in all canvass.
					8 p. m., light breezes and clear; well, 4 inches. Engineers report all well.
					Midn't, increasing breezes and cloudy; engineers report all well.
					Bar., 29.80.

550 SUNDAY, 1ST FEB'Y, 1863.

1	4	....	W. by S. ½ S.	W. by S.	A. M., heavy breezes and cloudy.
2	4	....	.....	.....	4 p. m., strong breezes and squally. Engineers report all well.
3	4	....	.....	.....	
4	4	....	.....	.....	7 a. m., set the fore-and aft-canvass and F. top sail.
5	4	....	.....	.....	
6	4	....	.....	.....	8 a. m., fresh breezes and cloudy; well 4 inches.
7	4	4	.....	NW. by W.	
8	4	4	W.SW.	.....	9 a. m., set the foresail and F. top-gall't sail, and main topsail, and main-top-gall't sail.
9	4	4	.....	.....	
10	5	4	.....	North....	
11	6	4	SW. by W.	.....	10 a. m., cleaning tubes; steam very low.
12	6	....	.....	.....	
1	7	...	.....	NE. by N.	Consumption of coal, 13 cwt. per hour for the 24 hours.
2	7	....	S. W. ¾ W.	.....	
3	6	4	.....	.....	Bar., 30.10.
4	6	4	.....	.....	Dist. per log, 116½ miles.
5	6	4	....	V'ble.....	Lat. D. R., 43° 39′ N., long. 10° 24′ W.
6	6	4	.....	Calm.....	
7	7	....	.....	.....	Lat. obs'n, 43° 30′ N.; long. 10° 34′ W.
8	7	....	.....	.....	
9	7	....	.....	.....	P. M., light breezes and clear.
10	7	....	.....	.....	3 p. m., light airs and clear in fore and main topsails, and top-gall't sails.
11	7	....	.....	.....	
12	7	....	.....	W. SW..	4 p. m., light airs and clear.
					6 p. m., calm; in all sail.
					8 p. m. calm and clear; well 4 inches. Engineers report all well.
					Midn't, light airs and clear. Engineers report all well.

Log book of the SS. Peterhoff, &c.—Continued.

551 MONDAY, 2D FEB'Y, 1863.

H.	K.	F.	Course.	Wind.	
1	7	....	SW¼W.....	SW. by W.	4 a. m., light airs and clear.
2	7	....	.....	.....	8 a. m., light airs and cloudy; well 4 inches.
3	7	....	....	.....	
4	7	....	.....	West....	Crew employed removing coal from forehold to bunkers.
5	7	....	S.W. ½. W..	.....	
6	7	..	.....	.....	Noon, light breezes and cloudy.
7	7	....	.....	.....	Consumption of coal, 13 cwt. per hour.
8	7	....	.....	.....	
9	7	....	.....	.....	Bar., 30.20.
10	7	...	.....	.....	Revolution, 66 average.
11	7	....	.....	.....	Dist. pr. log, 146 miles.
12	7	....	.....	.....	Lat. D. R., 41° 7′ N.; long. 12° 35′ W.
1	6	....	SW.½W....	W. SW..	
2	5	....	.....	.....	Lat. obs'n, 41° 6′ N.; long., 12° 48′ W.
3	4	....	.....	.....	
4	6	4	.....	.....	P. M. light breezes and cloudy.
5	7	2	.....	.....	1 p. m., barings getting warm; slowed the engines.
6	7	2	.....	.....	
7	7	2	.....	.....	3 p. m., went on at full speed.
8	7	2	.....	.....	8 p. m., light breezes and cloudy; well 4 inches.
9	7	....	.....	.....	
10	6	4	.....	.....	Midn't, moderate breezes and cloudy
11	6	4	.....	.....	Bar., 30.10.
12	7	....	.....	.....	

552 TUESDAY, 3D FEB'Y, 1863.

1	6	4	SW.¼W...	.....	3 a. m., set the F. try sail and stay sail.
2	6	4	.....	.....	
3	6	....	.....	W.NW...	4 a. m., light breezes, with rain.
4	7	....	.....	.....	6 a. m., set M. try sail.
5	7	....	.....	.....	7 a. m., set all square-sail.
6	7	....	.....	.....	8 a. m., fresh breezes and clear.
7	8	4	.....	N.NE....	Well 4 inches.
8	8	4	.....	.....	Consumption of coal per hour, 13 cwt.
9	9	....	.....	.....	
10	9	....	.....	.....	Bar., 30.30.
11	9	4	.....	.....	Revolution, 66 average.
12	9	4	.....	.....	Dist. pr. log. 171½ miles.
1	9	4	SW.¼W...	NE. by N.	Lat. D. R., 38° 29′ N.; long., 14° 32′ W.
2	9	4	.....	.....	
3	9	4	.....	.....	Lat. ob., 38° 30 N.; long., 14° 49′.
4	9	4	.....	.....	4 p. m., fresh breezes and clear.
5	9	....	.....	.....	8 p. m., strong breezes and fine weather. Well 4 inches.
6	9	....	.....	NE.....	

Log-book of the SS. Peterhoff, &c.—Continued.

H.	K.	F.	Course.	Wind.	
7	9	....	.....	.....	The watch employed getting up coal.
8	9	....	.....	.....	
9	9	....	.....	.....	Midn't, fresh breezes and cloudy.
10	9	....	.....	.....	Bar., 30.30.
11	9	....	.....	.....	
12	9	....	.....	.....	

553 WEDNESDAY, 4TH FEB., 1863.

1	9	...	SW. ¼ W...	NE.....	2 a. m., squally; took in m'top-gall't sail.
2	9	....	.....	.....	
3	9	....	.....	.....	4 a. m., fresh breezes and cloudy.
4	9	4	.....	.....	8 a. m., strong breezes and cloudy. Well 4 inches.
5	9	4	.....	.....	
6	9	4	.....	.....	9 a. m., set m'top-gall't sail.
7	9	4	.....	.....	Noon, fresh breezes and fine.
8	9	....	.....	E. NE....	Consumption of coal p'r hour, 13 cwt.
9	9	....	.....	.....	
10	9	...	.....	.....	Bar., 30.30.
11	9	....	.....	.....	Revolution, 66 average.
12	9	....	.....	.....	Dist. p'r log, 220 miles.
1	9	4	SW. ¼ W...	NE.....	Lat. D. R., 35° 17′ N.; long., 16° 55′ W.
2	9	4	.....	.....	
3	10	....	.....	.....	Lat. obs., 35° 16′ N.; long. 17° 02′ W.
4	10	....	.....	.....	
5	9	....	.....	.....	P. M., strong breezes and cloudy.
6	9	....	.....	.....	8 p. m., strong breezes and squally. Well 4 inches.
7	9	....	.....	.....	
8	9	....	.....	.....	10 p. m., strong breezes and cloudy; set part F. top-m't studd'g sail.
9	9	....	.....	.....	
10	9	....	.....	.....	Crew employed removing coal from F. hold to bunkers.
11	10	....	.....	.....	
12	10	....	.....	.....	Midn't, brisk breezes and fine. Bar., 30.40.

554 THURSDAY, 5TH FEB'Y, 1863.

1	9	....	SW. ½ W...	NE.....	4 a. m., strong breezes and cloudy.
2	10	....	.....	.....	6 a. m., strong breezes and squally; set part lower studd'g sail.
3	10	....	.....	.....	
4	10	....	.....	.....	8 a. m., fresh breezes and clear weather.
5	10	....	.....	.....	
6	10	....	.....	.....	Crew employed removing coal from after-hold to bunkers.
7	9	....	.....	.....	

Log-book of the SS. Peterhoff, &c.—Continued.

H.	K.	F.	Course.	Wind.	
8	9	....	.....	.....	Noon, consumption of fuel, 13 cwt.
9	9	....	SW. ¼ W...	.....	p'r hour. Engineers report all
10	9	4	.....	.....	well.
11	9	4	.....	.....	Bar., 30.20.
12	9	4	.....	.....	Dist. p'r-log, 227 miles.
1	9	....	SW. by W.	NE.....	Lat. D. R., 32° 2′ N.; long., 19° 8′
2	9	....	.....	.....	W.
3	8	4	.....	.....	Lat. obs'n, 32° 4′ N.; long., 19° 20′
4	8	4	.....	.....	W.
5	8	4	.....	.....	4 p. m., fresh breezes and clear.
6	8	4	.....	.....	8 p. m., fresh breezes and cloudy.
7	8	4	.....	.....	Well 4 inches.
8	8	4	.....	.....	9 p. m., set starb'd F. top-m't studd'g
9	8	4	.....	.....	sail.
10	8	4	.....	.....	Midn't, fresh breezes and cloudy.
11	9	4	SW.b.W.½ W.	.....	Bar., 30.20.
12	9	4	.....	.....	

555 FRIDAY, 6TH FEB'Y, 1863.

1	9	....	SW.b.W.½ W.	NE.....	4 a. m., fresh breezes and fine.
2	9	....	.....	.....	8 a. m., light breezes and clear.
3	9	....	.....	.....	Well 4 inches.
4	9	....	.....	.....	9 a. m., set starb'd lower studd'g
5	8	4	.....	.....	sail.
6	8	4	.....	.....	The st'b'd watch employed remov-
7	8	4	.....	.....	ing coal from F. hold to bunkers.
8	8	4	.....	.....	Noon, engineers report "all well."
9	8	....	.....	.....	Consumption of fuel, 13 cwt. per
10	8	....	.....	.....	hour average.
11	8	4	.....	.....	Bar., 30.10.
12	8	4	.....	.....	Dist. pr. log 207 miles.
1	7	4	SW.b.W.½ W.	NE	Lat. D. R., 29° 24′ N.; long., 21°
2	7	4	.....	.....	57′ W.
3	7	4	.....	.....	Lat. obs'n, 29° 24′ N.; long., 22°
4	7	4	.....	.....	09′ W.
5	7	4	.....	N.NE....	P. M., light breezes and fine.
6	7	4	.....	.....	The port watch employed removing
7	7	2	.....	.....	patent fuel from after hold to
8	7	2	.....	North....	bunkers.
9	7	....	.....	.....	5.30 p. m., in port stud'g sails and
10	7	....	SW. by W..	.....	set f'topm't stay sail.
11	7	....	.....	.....	7 p. m., set m. try sail.
12	7	....	.....	V'ble.....	8 p. m., light airs and cloudy. Well
					5 inches.
					Midn't, light variable breezes and
					fine.
					Bar., 30.30.

Log of the SS. Peterhoff from Plymouth.—Continued.

556 SATURDAY, 7TH FEB'Y, 1863.

H.	K.	F.	Course.	Winds.	
1	7	....	SW. by W..	North....	2 a. m., light baffling breezes and
2	7	....	.....	.....	clear; took in starb'd F. top-m't
3	7	....	.....	.....	stud'g sail.
4	7	....	.....	.....	4 a. m., light airs and clear.
5	6	....	.....	V'ble	8 a. m., ditto weather; well, 4 inches.
6	6	....	.....	.....	10 a. m., took in all square canvass;
7	7	....	.....	.....	the port watch employed remov-
8	7	....	.....	.....	ing coal.
9	5	....	.....	.....	Noon, engine department all well.
10	6	...	.....	.....	Bar., 30 20.
11	7	....	.....	.....	Dist. per log, 166 miles.
12	7	....	.....	.....	Lat. D. R., 27° 10′ N.; long. 24° 11′
1	7	....	W. SW.....	SW.	W.; lat. obs'n, 27° 6′ N.; long.
2	7	....	.....	.....	24° 27′ W.
3	7	....	.....	.....	A. M., light airs and clear; all hands
4	7	....	.....	.....	employed coaling.
5	7	....	.....	.....	4 a. m., light breezes and clear.
6	7	....	.....	South....	8 a. m., light breezes and clear; well
7	7	....	.....	.....	4 inches; set all sail.
8	7	....	.....	.....	11 a. m., squally; took in fore and
9	8	....	.....	.....	main top gall't sails.
10	8	....	W. by S. ½ S.	.....	Midn't, fresh breezes and cloudy.
11	8	4	.....	.....	Bar., 30.0.
12	8	4	.....	.....	

557 SUNDAY, 8TH FEB'Y, 1863.

1	9	....	W. SW. ¼ W.	.....	4 a. m., fresh breezes and passing
2	9	..	.....	.....	squalls.
3	8	6	.....	.....	8 a. m., strong breezes and squally;
4	8	6	.....	.....	well 4 inches.
5	8	6	W. by S....	.....	10 p. m., single reefed the top sails;
6	8	6	.....	S. by E...	clearing tubes.
7	8	....	.....	.....	Noon, heavy head sea; ship pitch-
8	8	....	.....	.....	ing heavy and shipping water
9	7	....	.....	.....	ever all; engine department all
10	6	...	.....	.....	well; current set S. SW., 12 miles
11	5	4	.....	.....	in the 24 hours.
12	6	....	.....	.....	Bar., 29.80.
1	6	....	W. ½ S.....	S.SW....	Dis't per log 182 miles.
2	5	....	.....	.....	Lat. D. R., 25° 24′ N.; long., 27°
3	5	....	W. SW.....	V'ble	17′ W.; obs., 25° 16′ N.; long.,
4	4	....	SW. by W.	.....	27° 25′ W.
5	4	....	½ W....	.....	P. M., heavy breezes and squally.
6	4	....	.....	.....	2 p. m., heavy SW. squalls; in fore
7	4	....	SW. by W..	SW.....	and main top sails.

Log of the SS. Peterhoff from Plymouth.—Continued.

H.	K.	F.	Course.	Winds.	
8	4	....	.....	.....	2.10 p. m., carried away main try sail; foot out haul; took in the sail and secured it and took in all sail.
9	4	....	.....	.....	
10	4	....	.....	.....	
11	4	....	.....	.....	
12	4	....	.....	.....	3 p. m., heavy squalls from SW. and NW.
					4 p. m., light variable winds with a heavy SW. swell; steam very low.
					8 p. m., fresh breezes and cloudy, with rain; well 4 inches.
					Midn't, squally, with much rain.
					Bar., 29.60.

558 MONDAY, 9TH FEB'Y, 1863.

1	4	4	SW. by W..	SW.....	4 a. m., fresh breezes and clear.
2	4	4	.....	.....	8 a. m., strong breezes and clear; well 4 inches; set the M. and F. try sail and F. stay sail.
3	4	4	.....	.....	
4	4	4	.....	.....	
5	5	....	.....	.....	Noon, strong breezes and cloudy, with heavy SW. swell.
6	5	....	.....	.....	
7	5	...	.....	.....	Bar., 29.80,
8	5	....	.....	West	Dis't per log, 112 miles.
9	5	4	S. SW.....	.....	Lat. D. R., 24° 10′ N.; long. 29° 16′ W. Lat. obs'n, 24° 8′ N.; long. 29° 8′ W.
10	5	4	.....	.....	
11	5	4	SW. by W.	.....	
12	5	4	½ W....	.....	P. M., strong breezes and fine weather. The starb'd watch employed removing fuel from after-hold to bunkers.
1	6	....	S. SW.....	.....	
2	6	....	.....	.....	
3	6	....	.....	.....	
4	6	....	.....	.....	4 p. m., slowed the engines for half an hour to cool bearings.
5	4	....	SW. by W..	.....	
6	6	....	.....	.....	8 p. m., fresh breezes and fine; well 4 inches.
7	7	....	SW.	W. NW..	
8	7	....	.....	.....	11 p. m., set the F. top sail single reefed.
9	6	....	.....	.....	
10	6	....	.....	.....	Midn't, fresh breezes and clear.
11	6	....	SW. by W..	.....	Bar., 29.90.
12	6	....	....do.....	.....	

559 TUESDAY, 10TH FEB'Y, 1863.

1	6	4	W. SW.....	NW.	1 a. m., set M. top sail and shook out reef of F. top-mast stay sail.
2	6	4	.....	.....	
3	7	....	.....	.....	4 a. m., light breezes and fine weather.
4	7	....	.....	.....	

Log of the SS. Peterhoff from Plymouth.—Continued.

H.	K.	F.	Course.	Winds.	
5	6	4	SW. ¾ W...	.....	7 a. m., shook reefs out of top sails
6	6	4	.....	V'ble.....	and set all sail.
7	6	4	.....	.....	8 a. m., light breezes and clear; well
8	6	4	.....	.....	4 inches.
9	7	....	SW. by W.	.....	Noon, light breezes and fine.
10	7	....	½ W....	.....	Bar., 30.0.
11	7	....	.....	.....	Dis't per log, 156 miles.
12	7	....	SW. by W..	.....	Lat. D. R., 21° 56′ N.; long. 30° 35′
1	7	2	....do.....	W. NW..	W. Lat. obs'n, 21° 53′ N.; long.
2	7	2	.....	.....	30° 26′ W.
3	7	2	W. SW.....	.....	P. M., the port watch employed re-
4	7	2	.....	.....	moving coal from fore-hold to
5	7	4	W. by S....	NW.....	bunkers.
6	7	4	.....	.....	4 p. m., light breezes and clear.
7	7	4	.....	.....	8 p. m., light breezes and clear; well
8	7	4	.....	.....	4 inches.
9	7	4	W. ¾ S.. ...	.....	Midn't, calm and clear.
10	7	4	.....	.....	Bar., 30.10.
11	7	4	West.....	N. NW...	
12	7	4	.....	.....	

560 WEDNESDAY, 11TH FEB'Y, 1863.

1	7	4	West.....	N.NW...	4 a. m., light airs and clear.
2	7	4	.....	.....	6 a. m., passed a barque steering
3	7	4	.....	.....	to the northw'd and eastw'd.
4	7	4	.....	.....	8 a. m., light breezes and fine. Well
5	7	4	.....	.....	4 inches. The port watch em-
6	7	4	.....	.....	ployed removing patent fuel from
7	7	4	.....	.....	after-hold to bunkers.
8	7	4	.....	.....	11 a. m., set the starb'd, top-m't, and
9	7	....	.....	.....	lower stud'g sails.
10	7	....	.....	NE.....	Noon, light airs and clear.
11	7	....	.....	.....	Bar., 30.10.
12	7	....	.....	.....	Dist., per log, 177 miles.
1	7	4	.....	E. by N..	Lat. D. R., 20° 29′ N.; long., 33°
2	7	4	.....	.....	25′ W.
3	7	4	.....	.....	Lat., obs'n, 20° 26′ N.; long., 33°
4	7	4	.....	.....	16′ W.
5	7	4	.....	.....	4 p. m., moderate breezes and fine.
6	7	4	.....	.....	7 p. m., set the port top-m't studd'g
7	7	4	.....	.....	sail.
8	7	4	.....	.....	8 p. m., light breezes and cloudy.
9	7	4	.....	.....	Well 4 inches.
10	7	....	.....	.....	11 p. m., light variable breezes and
11	7	....	W. ½ S.....	V'ble.....	cloudy. Took in all studding sails.
12	7	....	.....	.....	Midn't, light airs and cloudy.

Log of the SS. Peterhoff from Plymouth.—Continued.

561 THURSDAY, 12TH FEB'Y, 1863.

H.	K.	F.	Course.	Winds.	
1	7	....	W. ½ S.....	V'ble.....	4 a. m., light variable breezes and clear.
2	7	....	.....	.....	
3	7	....	.....	.....	6 a. m., clearing tubes, steam very low.
4	7	....	.....	W. NW ..	
5	7	....	.....	.....	8 a. m., light airs and cloudy. Well 4 inches.
6	6	....	.....	.....	
7	5	....	.....	.....	9 a. m., exchanged signals with a Norwegian schooner, 9 days out from Madeira, bound to Porto Rico. Clearing tubes. Steam very low.
8	7	....	.....	.....	
9	5	....	....	North....	
10	5	....	.....	.....	
11	7	4	West.....	.....	
12	8	....	.....	.....	Noon, light breezes and cloudy.
1	8	....	West.....	N. by W	Current during the 24 hours, 1 knot per hour to the westward.
2	8	....	.....	.....	
3	8	....	.....	.....	Bar., 30.5.
4	8	....	.....	.....	Dist. per log, 167 miles.
5	8	4	.....	N. NE....	Lat., D. R. 19° 22′ N; long., 36° W.
6	8	....	W. ¼ N.....	.....	Lat., obs'n, 19° 17′ N; long., 36° 30′ W.
7	8	....	.....	.....	
8	8	....	.....	.....	P. M., light breezes and cloudy.
9	8	....	.....	.....	Port watch employed removing coal from fore-hold to bunkers.
10	8	....	.....	.....	
11	8	....	.....	.....	4 p. m., moderate breezes and fine.
12	8	....	.....	.....	5 p. m., set the starb'd, topm't, and lower studd'g sails.
					8 p. m., fresh breezes and clear. Well 5 inches.
					Midn't, fresh breezes and passing clouds.
					Bar., 30.5.

562 FRIDAY, 13TH FEB'Y, 1863.

1	9	....	W. ¼ N.....	E. NE....	4 a. m., fresh breezes and clear.
2	9	....	.....	.....	8 a. m., fresh breezes and fine. Well 4 inches.
3	9	....	.....	.....	
4	9	....	.....	.....	Carpenter employed cutting a ventilator in the galley, &c.
5	9	4	.....	.....	
6	9	4	.....	.....	Crew employed variously.
7	9	4	.....	.....	9 a. m., set port, top-m't, and lower studd'g sails.
8	9	....	....	.....	
9	9	....	.....	.....	Noon, fresh breezes and fine.
10	8	4	.....	.....	A current set 8 miles in the 24 hours to the westw'd.
11	8	4	.....	.....	
12	9	....	.....	.....	Bar., 30 0.

Log of the SS. Peterhoff from Plymouth.—Continued.

H.	K.	F.	Course.	Winds.	
1	9	....	W.¼ N.....	.....	Dist., 208½ miles.
2	9	....	.....	E. by N..	Lat. D. R. 18o 20′ N.; long., 40° 3′ W.
3	9	....	.....	.....	
4	9	....	.....	.....	Lat. obs'n, 18° 21′ N.; long., 40° 11′ W.
5	8	....	.....	.....	
6	8	....	.....	East.....	P. M., the starb'd watch employed removing coal from fore-hold to bunkers.
7	8	....	.....	.....	
8	8	....	.....	.....	
9	8	....	.....	.....	4 p. m., fresh breezes and clear.
10	8	....	.....	.....	5 p. m., set the port stud'g sails.
11	8	....	.....	....	8 p. m., fresh breezes and clear.
12	8	....	.....	.....	Well 4 inches.
					Midn't, fresh breezes and cloudy.

563 SATURDAY, 14TH FEB'Y, 1863.

1	9	....	W.¼ N.....	E. SE....	4 a. m., fresh breezes and fine.
2	9	....	.....	.....	8 a. m., moderate breezes and clear.
3	9	....	.....	.....	Well 4 inches.
4	9	....	.....	.....	Starb'd watch employed removing
5	8	....	.....	.....	coal from fore-hold to bunkers.
6	8	....	.....	.....	Engineer reported all well in en-
7	8	....	.....	.....	gine department.
8	8	....	.....	.....	Noon, fresh breezes and fine.
9	8	....	.....	.....	A current ½ a knot per hour during
10	8	...	.....	.....	the 24 hours to the westw'd.
11	8	....	.....	....	Bar., 30.10.
12	8	....	.....	.....	Dist. per log, 200 miles.
1	8	....	W.¼ N.....	E. SE....	Lat., D. R. 17° 52′ N.; long., 43°
2	8	....	.....	.....	39′ W. Lat., ob'n, 17° 49′ N.;
3	8	....	.....	.....	lon., 43° 49′ W. Variation 10°
4	8	....	.....	.....	west.
5	8	....	.....	.....	P. M., all hands employed removing
6	8	....	.....	E. by N..	patent fuel from fore and after
7	8	....	.....	.....	hold to bunkers.
8	8	....	.....	.....	4 p. m., moderate breezes and fine.
9	7	4	.....	.....	8 p. m., light breezes and clear.
10	7	4	.....	.....	Well 4 inches.
11	7	4	.....	.....	Midn't, moderate breezes and pass-
12	7	4	.....	.....	ing cloud.
					Bar., 31.10.

Log of the SS. Peterhoff from Plymouth.—Continued.

564 SUNDAY, 15TH FEB'Y, 1863.

H.	K.	F.	Course.	Winds.	
1	7	4	W. ¼ N.....	E.NE.....	4 a. m., light breezes and cloudy.
2	7	4	.....	.....	8 a. m., light breezes and fine.
3	7	4	.....	.....	10.30 a. m., passengers and part
4	7	4	.....	.....	crew attended divine service in
5	7	4	.....	.....	the saloon.
6	7	4	.....	.....	11.15 a. m., stop'd the engines to
7	7	4	.....	.....	tighten up brasses. A current ½ a
8	7	4	.....	.....	knot per hour during the 24 hours.
9	7	....	.....	.....	Bar., 30.10.
10	7	....	.....	.....	Dist. per log, 179 miles.
11	7	....	.....	.....	Lat. D. R., 17° 21′ N.; long. 46°
12	7	....	.....	.....	53′ W. Lat., obs.,17° 20′ N.; long.,
1	5	....	W. ¼ N.....	E. NE	47° 5′ W. Variation 9° W.
2	7	....	.....	.....	0.15 p. m., went on at full speed.
3	7	....	.....	.....	4 p.m., light breezes and fine.
4	7	....	.....	.....	8 p. m., moderate breezes and
5	7	....	.....	.....	clear. Well 4 inches.
6	7	....	.....	.....	9 p. m., set the main try sail.
7	7	....	.....	.....	Midn't, fresh breezes and cloudy.
8	8	....	.....	NE. by E.	
9	8	....	.....	.....	
10	8	....	.....	.....	
11	9	....	.....	.....	
12	9	....	.....	.....	

565 MONDAY, 16TH FEB'Y, 1863.

1	9	....	W. ½ N.....	NE. by E.	4 a. m., brisk breezes and passing
2	9	....	.....	.....	clouds.
3	9	4	.....	.....	5 a. m., took in port lower stud'g
4	9	4	.....	.....	sail, and set fore try sail.
5	9	4	.....	.....	8 a. m., strong breezes and clear.
6	9	4	.....	.....	Well, 4 inches. Starb'd watch
7	9	4	.....	.....	employed removing patent fuel
8	9	4	.....	.....	from f. hold to bunkers.
9	9	....	.....	.....	Noon, fresh breezes and clear.
10	9	....	.....	.....	Bar., 30.5.
11	9	....	.....	.....	Dist. per log, 200 miles.
12	9	....	.....	.....	Lat. D. R., 17° 7′ N.; long., 50° 34′
1	8	4	W. ½ N.....	NE.....	W. Lat. obs., 17° 6′ N.; long.,
2	8	4	.....	.....	50° 36′ W. Variation 7° 30′ W.
3	8	4	.....	.....	P. M., fresh breezes and clear. Port
4	8	4	.....	.....	watch employed removing coal
5	8	4	.....	.....	from fore-hold to bunkers.
6	8	4	.....	E. NE....	4 p. m., moderate breezes and fine.

Log of the SS. Peterhoff from Plymouth.—Continued.

H.	K.	F.	Course.	Winds.	
7	9	....	.....	.....	8 p. m., fresh breezes and clear.
8	9	4	.....	.....	Well 4 inches.
9	9	4	.....	.....	Midn't, fresh breezes and passing
10	9	4	W. ¾ N.....	.....	showers.
11	9	4	.....	.....	
12	9	4	.....	.....	

566 TUESDAY, 17TH FEB'Y, 1863.

1	8	4	W. ¾ N.....	E. NE....	A. M., fresh breezes and cloudy,
2	7	4	.....	.....	with a heavy northerly swell.
3	7	4	.....	.....	1 a. m., unsteady breezes and
4	7	4	.....	.....	squally. Took in starb'd stud'g
5	8	4	.....	.....	sails and main try sail.
6	8	4	.....	.....	4 a. m., strong breezes and squally.
7	8	4	.....	.....	8 a. m., fresh breezes and showery.
8	8	4	.....	.....	Noon, fresh breezes and cloudy.
9	8	4	.....	.....	A current having set 16 miles in
10	8	4	.....	NE.....	the 24 hours to W. SW.
11	8	4	.....	.....	Bar., 30.
12	8	4	.....	.....	Dist. per log, 206 miles.
1	8	4	W. ¼ N.....	NE.....	Lat. D. R., 17° 6′ N.; long. 54°
2	8	4	.....	.....	12′ W. Lat. obs. 17° 6′ N.; long.
3	8	4	.....	.....	54° 29′ W. Variat., 6° W.
4	8	4	.....	.....	P. M., fresh breezes and cloudy.
5	8	4	.....	.....	Starb'd watch employed remov-
6	8	4	.....	.....	ing patent fuel from fore-hold to
7	8	4	.....	.....	bunkers.
8	8	4	.....	E. NE....	3.30 p. m., carried away starb'd f. top
9	8	4	.....	.....	sail brace; spliced it, and rigged
10	9	4	.....	.....	a preventive brace.
11	9	4	W. ½ N.....	.....	4 p. m., strong breezes and over-
12	9	4	.....	.....	cast.
					8 p. m., fresh breezes and cloudy.
					Well 4 inches.
					Midn't, strong breezes and clear.
					Bar., 29.80.

567 WEDNESDAY, 18TH FEB., 1863.

1	8	4	W. ½ N.....	E. NE....	4 a. m., fresh breezes and clear.
2	8	4	.....	.....	6.15 a. m., variation by ampli-
3	8	4	.....	.....	tude, 1° 50′ W.
4	8	4	.....	.....	7.40 a. m., took in m. try sail, and
5	8	4	.....	.....	set port lower stud'g sail.

Log of the SS. Peterhoff from Plymouth.—Continued.

H.	K.	F.	Course.	Winds.	
6	8	4	.....	.....	8 a. m., moderate breezes and fine. Well 4 inches.
7	8	4	.....	.....	
8	8	4	West.....	.....	Noon, a current having set ¾ of a knot per hour to the westw'd during the 24 hours.
9	8	4	.....	.....	
10	8	4	.....	.....	
11	8	4	.....	.....	Bar., 30.
12	8	4	.....	.....	Dist. per log, 207 miles.
1	7	4	West.....	E. NE....	Lat. D. R, 17° 12′ N.; long., 58° 5′ W. Lat. obs., 17° 13′ N.; long., 58° 26′ W. Variat'n, 1° 30′ W.
2	7	4	.....	.....	
3	7	4	.....	.....	
4	7	4	.....	.....	P. M., light breezes and fine. Port watch employed removing patent fuel from fore-hold to bunkers.
5	8	....	.....	.....	
6	8	....	.....	.....	
7	8	....	W. ½ N	.....	4 p. m., light breezes and clear.
8	8	....	W. ¾ N	.....	6.30 p. m., altered course to W. ½ N. Set main try sail.
9	8	....	.....	.....	
10	8	....	.....	.....	6. 50 p. m., altered course W. ¾ N.
11	8	....	.....	.....	8 p. m., moderate breezes and fine. Well 4 inches.
12	8	....	.....	.....	Midn't, moderate breezes and clear. Bar., 30.

568 THURSDAY, 19TH FEB'Y, 1863.

1	8	....	W. ¾ N.....	E. NE....	A. M., moderate breezes and clear.
2	8	....	.....	.....	3.50 a. m., by an observation of the planet Jupiter, lat. 17° 16′ N.
3	8	....	.....	.....	
4	8	....	.....	.....	5 a. m., sighted Antigua, bearing W.SW., dist. 18 miles.
5	8	....	.....	.....	
6	8	....	W. by N. ¼ N.	.....	8 a. m., fresh breezes and clear; well 4 inches.
7	8	....	.....	.....	
8	8	....	.....	.....	Extreme bearings of Antigua S. by E. and SW. ½ S. and Nevis W. ¾ S.
9	8	....	W. by N. ½N.	.....	
10	8	....	.....	.....	
11	8	....	.....	.....	Position by cross bearings at noon, lat., 17° 30′ N.; long., 62° 28′ W.
12	8	....	.....	.....	
1	8	4	W. by N. ½N.	E. NE....	Current 1 knot per hour to westw'd during the 24 hours.
2	8	4	W. NW.....	.....	
3	8	4	W.NW. ¼ N.	.....	Bar., 29.90.
4	8	4	....	.....	Dist. p. log, 191 miles.
5	8	4	.....	.....	Lat. D. R., 17° 29′ N.; long., 61° 46′ W.
6	8	4	.....	.....	
7	8	....	NW. by W.	.....	Lat. obs'n, 17° 30′ N.; long., 62° 12′ W.
8	8	....	.....	.....	
9	7	4	.....	.....	Deviation, 5° W.
10	7	4	.....	.....	P. M., the starb'd watch employed repairing awning, &c.
11	7	4	.....	.....	

Log of the SS. Peterhoff from Plymouth.—Continued.

H.	K.	F.	Course.	Winds.	
12	7	4	.....	.....	2 p. m., took in port stud'g sails. 4 p. m., fresh breezes and clear. 6 p. m., Saba Island, bearing S. by W. 4 miles. Deviation by azimuth 6° 50′ W. 6.30 p. m., took in the starb'd stud'g sails. 8 p. m., fresh breezes and clear; well 4 inches. 10 p. m., took in fore top try sail and top gall't sails, and main topsail. Midn't, fresh breezes and cloudy. Slowed the engines.

569 FRIDAY, 20 FEB'Y, 1863.

1	6	....	NW. by W.	.....	A. M., fresh breezes and squally.
2	6	....	.....	.....	3 a. m., in all sail. Sighted Virgin Island.
3	6	....	.....	.....	
4	4	4	NE.....	.....	3.10 a. m., dead slowed the engines.
5	4	4	NW. by N..	.....	3.40 a. m., stood off NE. waiting for daylight.
6	4	4	.....	.....	
7	7	4	.....	.....	4 a. m., moderate breezes and hazy.
8	7	4	.....	.....	4.15 a.m., altered course NW. by N. ½ N.
9	2	4	.....	.....	
10	6	....	.....	.....	6 a. m., proceeded at full speed.
11	....	....	.....	.....	8 a. m., brought to by the Federal war steamer Alabama, firing two shots across our bows. 8.15 a.m. boarded by a Federal officer and had our papers overhauled. 8.45 a. m., proceeded towards St. Thomas at half speed. Buck Island bearing W. ½ N., Hundil NW. Frenchman's Cape, SW. by W. ½ W.
12	....	....	.....	.....	9.45 a. m., came to an anchor in the harbor of St. Thomas, in 6 fathoms water with 30 fathoms cable. Crew employed clearing up the deck. 8 p., m., light breezes and clear; well 4 inches. Set an anchor watch. Draft aft 14; forw'd 10. Bar. 30. S. J.

570 SATURDAY, 21 FEB'Y, 1863.

Fresh NE. breezes and clear throughout the day. Crew employed variously. Carpenter employed making awning staunchions.

6 a. m., weighed the anchor and commenced hauling towards the coal wharf.

10 a. m., moored ship alongside the wharf. Ends light breezes and cloudy.

571 SUNDAY, 22D FEB'Y, 1863.

Fresh easterly breezes and clear througout the day. Crew on liberty.

8 a. m., light airs and clear. Set the watch. Well 4 inches.

572 MONDAY, 23 FEB'Y, 1863.

Fresh easterly breezes and showery throughout the day.

8 a. m., commenced coaling. Crew employed scraping masts, &c.; carpenter employed plugging up bolt holes in the stern in the reef of the moulding.

5 a. m., received on board 150 tons Cardiff coals.

8 a. m., calm and clear; well 4 inches. Set the watch.

Draft aft 15 feet; forw'd 11 ft.

TUESDAY, 24TH FEB'Y, 1863.

Light easterly breezes and clear throughout the day. Laborers employed coaling; crew employed scraping masts, &c.; carpenter employed fitting up deck bunkers. Wm. Campbell, J. Pearson, and Duffy absent from duty. Richmond, Wilson, after having been turned too, absented themselves from duty.

5 p. m., finished coaling with 300 tons.

7 p. m., weighed the anchor and commenced hauling out towards the W. I. Comp'y's buoy.

10 p. m., made fast to the buoy and set the watch.

Draft aft 15 feet 2; forw'd 11 feet 8. S. J.

573 WEDNESDAY, 25 FEB'Y, 1863.

8 a. m., fresh breezes and clear.

9 a. m., crew employed clearing up the decks.

9.45 a. m., lighted the fires.

0.45 p. m., cast off from the buoy and proceeded out of the harbor at half speed.

1 p. m., one of the air-pumps giving out, obliged to stop the engines.

1.15 p. m., set all canvass.

2.20 p. m., brought too by and boarded by the U. S. war steamer Vanderbilt.

2.30 p. m., an officer came on board.

2.55 p. m., the officer having overhauled our papers, left us and returned on board the Vanderbilt, demanding us to remain stationary.

3.30 p. m., the officer returned on board and demanded Capt. Jarman to take his papers on board the Vanderbilt, which he refused to do, being in charge of her majesty's mails. The officer then left, threatening to send an arm'd crew on board.

4 p. m., boarded by Lieut. Alexander and Master Mate Grimly, Engineer Mozles, and 21 armed men, who took charge of the ship, against the protests of capt'n and passengers.

8 p. m., strong breezes and squally.

8.50 p. m., boarded again by another officer, who demanded the ships' papers to take on board the Vanderbilt, which was refused, at the same time full liberty being given by Capt. Jarman for the papers to be over-
574 hauled on board or the ship searched.

9 p. m., blowing hard from the NE. and squally. Lieut. Lewis, Mr. Jones, master's mate, two engineers, and an extra file of marines relieved Lieut. Alexander and his crew, and forcibly took charge of the ship, telling Capt. Jarman he was not to consider himself any longer in charge. All our ship's crew were then taken on board the Vanderbilt, with the exception of Capt. Jarman, H. Bound, chief officer, Wm. Murphy, 2d engineer, the steward, cook, one boy, and passengers.

10 p. m., all of us confined to the cabin, with two sentrys, with drawn swords, at the door. All the private arms belonging to Capt. Jarman, the chief officers, and passengers, were demanded, and taken on board the Vanderbilt.

Midnight, boats passing to and from the Vanderbilt.

575 THURSDAY, 26 FEB'Y, 1863.

First part, light breezes and clear, the ship proceeding to the westw'd very slow. The cook reported the fore cabin stores to have been broached, some of which was brought to the galley to be cooked by some of the prize crew. Four passengers and Capt. Jarman allowed to go on deck at a time; the rest of us confined to the saloon.

8 a. m., fresh NE. breezes and clear. Proceeding under canvass only.

Noon, off Porto Rico. Capt. Jarman reported to prize officer, Mr. Lewis, that the fore cabin stores were being used by his men.

576 FRIDAY, 27 FEB'Y, 1863.

First part, fresh breezes and clear.

8 a. m., proceeding under steam and canvass; sighted a steamer bearing S.SW.

11.15 a. m., hove too for the steamer, which proved to be the U. S. war steamer Alabama, Mora Island bearing about SW.

11.45 a. m., proceeded again on the voyage, after having been spoken by the Alabama, an officer from which vessel having been told by Mr. Lewis we were a prize; "at the same time the English ensign was flying" on board of us. The after hatch was opened by the request of Capt. Jarman to allow the foul air to escape.

4 p. m., fresh NE. breezes and cloudy.

6 p. m., Laona Island bearing about NW. Stores still being broached by the prize crew. This day all of us were allowed to go on deck.

577 SATURDAY, 28TH FEB'Y, 1863.

8 a. m., strong NE. breezes and cloudy; steering W. by S.; all square sail set, but no stud'g sails. The cook reported the fore store room to have been again broken open, and some canvass and provisions taken. I am unable to ascertain the quantity taken, not being allowed to go farther forward than the mainmast. Capt. Jarman reported to Mr. Lewis, and I to Mr. Jones, that the ship's stores were being taken and used by his men.

4 p. m., the island of Alta Vela bears NW.; dist. 4 miles.

578 SUNDAY, 1ST MARCH, 1863.

First part, light, variable breezes and clear; all canvass taken in.

10.50 a. m., divine service in the saloon; passengers attending. Fore cabin stores still being taken by the prize crew, Capt. Jarman reported the same to Mr. Lewis.

Noon, Cape Irvis, the westernmost p't of St. Domingo, bore N. by W.; dist. 26 miles; steering W. by N.

4 p. m., the island of Navaza bears north; dist. 16 miles.

6 p. m., fresh northerly breezes and clear; proceeding under steam alone; sighted the Blue Mountains on Jamaica Island.

8 p. m., fresh northerly breezes and clear.

579 MONDAY, 2D MARCH, 1863.

First part, moderate breezes and fine; all square canvass set, but no stud'g sails. The fore cabin storeroom again broken open, and some ham brought to the galley to be cooked, which was reported by Capt. Jarman to Mr. Lewis and Jones. The after hatch opened by the request of Capt. Jarman to allow the foul air to escape.

Noon, Falmouth harbor bore S.½E. 8 miles.

4 p. m., fresh breezes and clear.

8 p. m., moderate breezes and moonlight.

580 TUESDAY, 3D MARCH, 1863.

First part, light NE. breezes and clear; proceeding under steam and square canvass; steering W. by N.½N. After hatch opened by Capt. Jarman's request. Fore cabin stores—cheese, ham, bacon—still being used by the prize crew.

Noon, in lat. 19° 29′ N.; long. 80° 27′ W.

4 p. m., steam very low.

8 p. m., calm and clear; the canvass all taken in.

581 WEDNESDAY, MARCH 4TH, 1863.

First part, light northerly breezes; hazy; the fore and aft canvass set.

9 a. m., fresh breezes with rain.

10 a. m., the fore sail, fore-top sail set. The steward reported a flour to have been broached by the prize crew; reported the same to Mr. Lewis.

Noon, fresh N.NE breezes and clear.

Lat. obs'n, 20° 30′ N.; long. 83° 32′ W.

P. M., fresh breezes and clear. Course altered to NW.

8 p. m., strong breezes and cloudy.

9 p. m, the square canvass and fore-top-mast stay sail taken in.

582 THURSDAY, 5TH MARCH, 1863.

6 a. m., Cape St. Antonio light bore east, dist. 6 miles.

8 a. m., strong NE. breezes and cloudy; took in the fore and aft canvass.

10 a. m., stearing NE. by N.

11 a. m., stearing NE. The fore cabin stores being constantly used by the prize crew.

Noon, fresh breezes and clear.

Lat., 22° 18′ N.; long., 84° 56′ W.

P. M., set the fore and aft canvass and altered course, N.N.E.

8 p. m., fresh breezes and clear.

583 FRIDAY, 6TH MARCH, 1863.

First part, fresh, E. by N. breezes and clear. The cook reported the new canvass and houseline were being used by the prize crew. Reported the same to Mr. Jones. This day no armed sentry at the cabin door.

Noon, took in the fore and aft canvass, and altered course E.NE.

Lat., 23° 57′ N.; long., 84° 18′ W.

5.45 p. m., variation by amplitude 8° E.

8 p. m., fresh breezes and moonlight.

584 SATURDAY, 7TH MARCH, 1863.

1.30 a. m., light.

4.30 a. m., got a cast of deep-sea lead, and in hauling up lost the lead and a part of the line.

5.30 a. m., stop'd and boarded by an officer from the U. S. steamer Huntsville.

6 a. m., the officer left, proceeded at full speed towards Key West.

8 a. m., fresh breezes and squally. The patent log when hauled in found very much damaged.

10.40 a. m., sighted Sand Key light-house.

0.25 p. m., stopped off the channel of Key West for pilot.

0.35 p. m., proceeded through the channel in charge of Mr. , pilot.

1.45 p. m., came to an anchor in the harbor of Key West in 4 fath'ms water, with 25 fath'ms cable.

The globe-anchor lamp broken on the voyage or lost.

4 p. m., fresh breezes and fine. Capt'n Jarman and passengers not allowed to go on shore.

8 p. m., fresh breezes and fine.

585 SUNDAY, 8TH MARCH, 1863.

Light easterly breezes and clear throughout the day. All hands on board.

8 p. m., light breezes and clear.

MONDAY, 9TH MARCH.

First part, fresh, easterly breezes and clear. Capt'n Jarman and one passenger allowed to go on shore. The after-hatch opened to air the cargo. 2nd engineer, Mr. J. Murphy, report of damages in engine department, since in charge of Mr. Moyles, deck boiler, safety valve, lever bent, and smoke box door broken off.

Two oil feeders lost, a globe lamp damaged, and deck-hose damaged.

8 a. m., fresh breezes and cloudy.

H. BOUND.

Filed September 7, 1864.

REC. 158—38

SUPREME COURT OF THE UNITED STATES.

THE STEAMER PETERHOFF AND CARGO
vs.
THE UNITED STATES.
} In Prize

Appeal from the District Court of the Southern District of New York.

LORENZO SHERWOOD, Appellee.

SUPREME COURT OF THE UNITED STATES.

THE STEAMER PETERHOFF AND CARGO
vs.
THE UNITED STATES.
} IN PRIZE.

Appeal from the District Court of the Southern District of New York.

The steamer Peterhoff and cargo were captured as prize of war on the 25th of February, 1863, by the U. S. steamer Vanderbilt, off the island of St. Thomas, about four miles from the outer road or mouth of the harbor. The destination of the voyage was from London to Matamoros, Mexico. She had put in at St. Thomas to coal, and on starting out was captured, placed in charge of a Prize Master, who proceeded with the vessel to Key West. The Prize Master reported to Admiral Bailey, the naval officer in command at Key West, who ordered the Prize Master to proceed with the prize to New York, where she arrived on the 28th of March, 1863.

Three of the passengers, Mohl, Heyck, and Edwards left the steamer at Key West, and were not taken to New York, having no interest in the vessel or cargo.

The libel was filed on the 30th of March, 1863. Stephen Jarman, master, on the 21st of April, intervened for the interest of the owners of the vessel and cargo as his principals, avering that he was master of the vessel at the time of her seizure, duly appointed by her owners, and was their lawful agent and the rightful bailee of the vessel and cargo.

The test oath to this claim was made by Captain Jarman, and averred that the vessel and cargo belonged to British subjects. Claimant denied the lawfulness of the seizure, and prayed for a restoration of the vessel and cargo.

On the same day Robert Mackie, of New York, the agent of Lloyd's, intervened for the interest of the underwriters of the Peterhoff and cargo, and filed a claim to both for such underwriters. He averred in the claim that the vessel and her cargo were fully insured by his principals, and that the ownership of both was in his principals, and denied each and every allegation in the first, second, and fourth sections of the libel, and prayed a restoration.

On the 22d of April, 1863, a claim was filed by Samuel J. Redgate, with test oath attached, in which he averred himself as late of Texas, and lately a political refugee from that State, but more recently sojourning in Great Britain, merchant, intervening for himself as owner, agent, and consignee of a large portion of the cargo of the Peterhoff of the value of three hundred and seventy-five thousand dollars, or thereabouts; that he claimed so much of the cargo as stood in his name as owner, consignee, or under power of attorney to act as consignee or agent, for himself and principals, and stated that he was *bona fide* owner, consignee, or agent of that portion of the cargo, and was empowered to attend to and protect the interests in that portion, and to demand restitution thereof, with damages for unlawful capture and detention in behalf of himself as owner, consignee, or agent, and also in behalf of the underwriters, and denied the lawfulness of the capture.

On the same day George W. Almond, a resident of the city of London, and subject of the crown of Great Britain, merchant, intervened, and filed a claim, with test oath attached, for himself as owner, agent, and consignee of a portion of the cargo of said steamer Peterhoff of the value of one hundred and fifty thousand dollars or thereabouts, which stands in his name as owner or consignee, or under power of attorney to act as consignee or agent for himself and principals, stated that he was *bona fide* owner, agent,

and consignee, and authorized to attend to and protect the interests in the same, denied the lawfulness of the capture, and claimed restitution with damages for unlawful capture and detention.

The Depositions *in preparatio*, taken in the case, are—
Stephen Jarman, Master, page 19; also 52.
Samuel J. Redgate, Passenger, page 5; do., p. 10; affidavit, 55.
George W. Almond, Passenger, page 10.
Robert Bowden, Passenger, page 15.
Henry Bound, 1st Officer, page 23.
Walter N. Harris, 2d Officer, page 26.
Christian H. Tregidgo, 3d Officer, page 29.
John Murphy, Chief Engineer, page 32.
Thomas Webber, Steward, page 37.
James Diamond, Cook, page 39.
George Duffey, Fireman, page 42.
John J. Campbell, Able Seaman, page 43.
John Reed, Seaman, page 70.

The Peterhoff was a British Mail Steamship, commanded by Capt. Jarman, of the Royal Navy. The mail was under the Official Seal of the General Post Office of Great Britain. On the 21st of April, 1863, the U. States District Attorney made a motion for an order of the Court to deliver this mail to the British Consul at New York to be sent to its destination. This order was granted, and the mail delivered to the Consul, p. 4. The Prize Master, at page 74, speaking of this mail, says—"Deponent likewise adds, that in addition to the within-named papers, he now delivers to the Prize Commissioners a bag, supposed to be the vessel's mail, which bag is under seal and has not been opened."

A decree of condemnation against the vessel and cargo was made on the 1st of August, 1863, from which an appeal was taken and perfected within ten days from the date of the decree.

It is assumed by appellants that this decree is based entirely on conjecture as to an illicit voyage—that there is no evidence to support it; but, on the contrary, all the evidence coincides, and conclusively establishes that the voyage was lawful. It further appears by the opinion of the Court, that about $136,000 worth of the cargo of the Peterhoff, represented by the claimant Samuel J. Redgate, was condemned on the ground that Redgate, being a citizen of Texas at the time of secession, was an alien enemy by construction, and his property liable to capture on the ocean, notwithstanding it clearly appeared that he was loyal to the United States Government, and was driven out of the State as a refugee on that account.

It is not shown that the approaches to Matamoros, by land or water, were in any way or form blockaded or interrupted; but on the contrary, the commerce of this place was open to the whole world, France perhaps excepted, and of this fact the Court must take judicial notice. It is assumed that the Court may take judicial notice of the state of war existing at the time of capture; the state of commerce at the Port of destination; the question of blockade or no blockade where the facts are plain; but it is insisted that if proof be wanting to show a right of capture, the Government is obliged to supply such proof, and the Court cannot condemn without it.

As matter of judicial notice, the attention of the Court is called to the war between France and Mexico, and the position of the belligerents as to the occupation of territory. The States of Tamaulipas, New Leon, Coahuila, Durango, San Lois Potosi, Chiahuahua, and other States were in the possession and occupancy of the Juarez Government, and completely dominated by that Government with the exception of the town of Tampico, situated in the south-east cornor of the State of Tamaulipas, some 350 miles south of the month of the Rio Grande. This state of things existed

at the time of the capture of the Peterhoff, and long afterwards. Matamoros was the only Port open to the States mentioned, and the whole external commerce of those States, military supplies as well as others, were drawn through that place. As incident to the increase of this commerce, it may be mentioned that the Mexican trade which had formerly passed through Texas into Mexico had been interrupted by our civil war, and the American trade with these northern States of Mexico had thus been added to the trade of Matamoros. By way of assisting the Court to comprehend the extent of this commerce, there has been obtained from the Custom House of New York a statement of the clearances from that Port to Matamoros, between the 1st of October, 1862, and 1st of October, 1863, which is presented to the Court. They amount to 82; forty-nine of which were previous to the date of the capture of the Peterhoff. As all kinds of goods, without distinction as to contraband, were prohibited from passing into the Ports of the rebel States, the commerce between the northern United States and Mexico through Matamoros, shows what kind of a blockade, or interdict of commerce existed at that Port. It may also be added, that owing to the Ports of Texas being blockaded and closed, cotton in large quantities was hauled from that State across the Rio Grande, and found its way down to Matamoros, thus greatly adding to and stimulating the trade of the place; so much so, that it was said, for a time to equal the ordinary trade of New Orleans. It was under this condition of things that the voyage of the Peterhoff was gotten up and prosecuted.

The law relating to blockade which was copiously cited in the Court below, and may be repeated here, can have no application to the case. In the instructions of the Navy Department, issued to the Naval Commanders on the 18th of August, 1862, the following rules were laid down and promulgated—"*A neutral vessel, laden with a neutral cargo, may lawfully trade between neutral Ports in time of war in*

all descriptions of merchandize, contraband or otherwise, without being liable to seizure by a belligerent. But a seizure is justifiable if a vessel be engaged in carrying contraband of war for or to the enemy, or to the Port of the enemy." In the promulgation of these rules, the whole law, applicable to the case, was truly stated. Whether the former or latter rule mentioned shall apply to this case, depends upon the question whether the Peterhoff was going to Matamoros or somewhere else.

The evidence on this point is conclusive. The vessel was put up, advertised, and received cargo for Matamoros. The vessel and cargo were insured for the voyage between London and Matamoros. All the ship's papers describe this as the voyage. All the witnesses—captain, crew and passengers—concur in stating this to be the destination of the vessel. The Mexican Consul's certificates, attached to the respective portions of the cargo, are all to the same effect as to the destination of the goods. The mail was taken on board for Matamoros, and the vessel, when captured, was on her direct and proper course between the Ports of departure and destination. All the precautions were taken in procuring bills of health as for a regular and legitimate voyage; and besides, the vessel had no characteristics of a blockade runner. She drew 16 feet water; was slow of speed, was unable to enter any Port on the coast of Texas which were all blackaded, and it is not very likely that the vessel would undertake to unlade the cargo outside of one of these Ports in face of a blockading force. Upon what ground the District Judge came to the conclusion that the voyage was simulated, and not really intended, is not discovered, either from the evidence or by any reasonable presumption.

The three witnesses, Redgate, Almond, and Bowden, who represented nearly the whole cargo, give specific answers as to the destination, and market at which it was to be sold.

Redgate, in answer to 16th Interrogatory, page 7, says—"Part of the cargo was consigned to me as a merchant in Matamoros for some eighteen months past." To 28th Int., page 8, says—"If the vessel had arrived at Matamoros, the cargo would have belonged or would have been at the disposal of the persons holding the bills of lading. The laders or owners were to take the chances of the market."

Almond, in answer to 16th Int., p. 13, says—"The laders of the cargo in which he was interested were his father and uncle. We owned the same in equal shares. My intention was to settle at Matamoros, and sell the goods in question myself." To the 28th, p. 14—"On my arrival at Matamoros I was to hold the cargo and take my chance in the market for the sale thereof."

Bowden says to 1st Int., p. 15—"Matamoros, Mexico, was to have been my home." To 16th, p. 17—"Part of the cargo was consigned to me. The goods were to be delivered at Matamoros for the account, risk, and benefit of the shippers of the same." To the 28th, p. 18—"If we had arrived at Matamoros, the part of the cargo which I represented would have taken the chance of the market for sale, and the proceeds were to be returned."

Capt. Jarman, in answer to 16th Int.,—"The cargo found on board was put on board in London. The names of the laders and owners of the cargo, I think are all named in the bills of lading which were found on board. So far as I know, all the cargo is for the real account, risk, and benefit of those who appear by the bills of lading to be the owners." To the 28th, p. 22—"If I had arrived at my destined Port, the property would have become the property of the consignees, i. e., for the time being; the property was represented by the passengers on board."

These four witnesses were the only witnesses who had any knowledge of the ownership of the cargo; or, who could speak as to its destination and the intended market

at which it was to be sold; or, who assumed to speak on those subjects.

A very important branch of the case grows out of a decision of the District Judge as to the liability of the part of the cargo, represented by Redgate, to capture and condemnation. The following is an extract from the opinion of the court:

"On the 2d of May, 1863, an application was made to the court, on the part of Samuel J. Redgate, to allow special interrogatories, to be settled by the court, to be propounded to him *in preparitorio*, so as to enable him fully to explain his political *status* and loyalty to the Government of the United States, and his conduct, motives, and intentions in relation thereto, and further, to explain fully his connection with the cargo of the *Peterhoff*, and his motives and objects in connection with the voyage on which the said vessel was captured as prize. This application was founded on an affidavit made by Redgate, but it was opposed by the district atterney and the counsel for the captors, and was refused by the Court on the ground that the individual loyalty or disloyalty of Redgate was of no importance, and that his political *status*, upon the testimony given by him in his deposition *in preparitorio*, and upon the facts stated by him in his affidavit on the application, was that of an enemy, according to the decisions of the Supreme Court in Jecker *vs.* Montgomery, (18 Howard, 110,) and in the prize cases, (2 Black, 635.)"

(See Redgate's answer to 1st int., page 5, supplemental answer to same, p. 10, and affidavit, page 55.)

The District Judge further says:

"At the valuation of the prize commissioners, the value of the cargo covered by the bills endorsed to Bowden, and those endorsed to Redgate, Redgate & Co., and Redgate and Almond, and those endorsed in blank, in which Redgate was the shipper, and thus the value of what is confessedly represented by Redgate is nearly $136,000, or more than one-half of the entire valuation by the prize

commissioners. Redgate does not state in his claim what specific portion of the cargo he claims as owner, nor what as agent, nor what as consignee. There can be no doubt whatever that Redgate must be regarded as a citizen of the enemy's country, within the decisions of the Supreme Court in *Jecker* vs. *Montgomery*, (18 How., 110,) and in the prize cases, (2 Black, 635,) although he calls himself a citizen of the United States, and says that he resides in Matamoros. He was a citizen of the United States, residing in Texas at the time of the breaking out of the war, and he never has owed any allegiance either to Mexico or Great Britain. Upon this principle, all the cargo on board the *Peterhoff* which was owned by Redgate, or was in his custody or charge, for the time being, is confiscable as enemy's property. It is also a well established principle, that a citizen of the enemy's country, as Redgate was, cannot appear as a claimant, because he has no *persona standi* in court. (Halleck on International Law, ch. 31, sec. 23, p. 772; 3 Phillimore on International Law, sec. 461; The Falcon, 6 ch., Rob. 199.)"

1. It is insisted that the attempt at revolution in the South did not alter the status of citizenship so as to impair the rights of the loyal portion of the inhabitants, and that the decision of the District Judge on this point was erroneous. (Rose *vs.* Himley, 4th Cranch, 241; 9th Vesey, 347; Kennett *vs.* Chambers, 14 Howard, 51.)

2. It is also insisted, that while all the evidence concurs in establishing the legitimacy of the voyage, the contrary of this can be based only on conjecture; and further, the Government is estopped from raising a conjecture or unfriendly presumption against claimants by its own act in delivering up the ship's mail. This act on the part of the Government was equivalent to throwing the mail overboard by the captors. The Government having taken the best evidence out of the case, will not be allowed to indulge in conjecture prejudicial to claimants as to either vessel or cargo.

3. There was but one witness to whom the fact as to the contents of the box of Mohl that was thrown overboard could be stated, and that was Mohl himself. This witness was allowed by the Prize Master to go off at Key West. It was the duty of the Prize Master to bring in all persons found on board at the time of capture, and by not doing so the captors took away the means of explanation, consequently, the Government is concluded by its own act or neglect from raising any unfriendly presumption against claimants. Besides, it is perhaps immaterial, in case the box contained dispatches, whether they were designed for the French General or for the Juarez Government. Our Government had no right to interfere.

4. It is insisted that the decree should be set aside, and the Libel dismissed.

LORENZO SHERWOOD,

Of Counsel for Claimants of Cargo, &c.

Supreme Court of the United States,

No. 79.

THE STEAMER PETERHOFF, HER TACKLE, &C., STEPHEN JARMAN, MASTER, AND CLAIMANT FOR OWNERS OF VESSEL AND CARGO, APPELLANTS,

vs.

THE UNITED STATES, RESPONDENTS.

POINTS FOR APPELLANTS.

AUGUSTUS F. SMITH, *Of Counsel.*

New-York:
JOHN W. AMERMAN, LAW PRINTER,
No. 47 CEDAR STREET.

1866.

Supreme Court of the United States.

The Steamer PETERHOFF, her tackle, &c., STEPHEN JARMAN, Master, and claimant for owners of vessel and cargo, Appellants,

vs.

The UNITED STATES, Respondents.

No. 79.
Points for Appellants.

STATEMENT.

This is an appeal from a decree of the District Court for the Southern District of New-York, dated August 1, 1863, condemning the British ship Peterhoff and her cargo as "lawful prize of war."

The decree is at page 255 of the record.

The Peterhoff was captured in the month of February, 1862, off the Island of St. Thomas, by the Vanderbilt.

Pages 1 and 2.

The voyage began at London, and the destination of the ship was Matamoras, in Mexico.

The printed record contains some things that by the order of the District Court, made February 24, 1864, are "stricken

out" as not being properly receivable as evidence upon the hearing.

> See the order on page 267, which strikes out all found on pages 264, 265 and 266, and also the last two paragraphs on page 53, the first paragraph on page 54, and the last paragraph of Capt. Jarman's examination below the middle of page 54.

Point I.

Trade with Mexico by neutrals was legal during the late war, whether in articles contraband of war or not. No power existed in the Government of the United States, nor is any now pretended, to restrict such trade.

The mere fact that contraband of war imported into Mexico for *trade there*, might be again sold, and so come to the use of the belligerent, would have no effect upon the question. It is trade *with the belligerent* in contraband that subjects to capture. Trade between neutrals in contraband of war is perfectly legitimate, although they both know or believe that eventually the contraband may be sold to the belligerent.

> The Bermuda, 3 *Wallace*, 514, 551.
> *Halleck's In. Law*, 570, 575, 576.
> The Commercen, 1 *Wheat.* 382, 388–9.
> *Wheat. Elem. Int. Law*, 568.
> The Ocean, 3 *Rob.* 297.
> The Jonge Pieter, 4 *Rob.* 83, 89.
> Treaty with Great Britain, 1794, Art. 18, (8 *Stats. at Large*, 125.)

No authority exists for a more stringent rule than this; the trade must be that with the enemy's port, or with his fleet or army.

Of course it is not pretended that the concealment of the real destination by the interposition of a simulated one would

protect the trade, where the real destination was the belligerent port or the enemy's army.

Point II.

It is, if possible, still more clear that trade with the belligerent by the neutral was entirely lawful, and did not subject to either detention or capture.

Accordingly, were it not for the blockade, it would have been perfectly lawful for a neutral to ship any merchandise not contraband of war either to Charleston or Mobile.

The Bermuda, 3 *Wallace*, 514, 551.

The chief cause of the war of 1812 was the attempt of the British Government to prohibit, by "orders in council," neutral trade with the ports of her enemy on the Continent. The United States never have, and never will recognise the right of a belligerent to prohibit, except by blockade, trade with the other belligerent.

The seceded States were so far belligerents that trade with them by neutrals was lawful.

The United States insisted upon a similar application of the law of nations in the war between Spain and South America in 1816 and in 1823.

Mexico claimed the right to prohibit trade with Texas when she revolted, but the right was denied.

So, also, in the war in New-Grenada.

(See *Lawrence's Wheaton*, 846, 847, 848, Note.)

To make trade between the North and the South unlawful, it was necessary to pass a statute so declaring it. Congress never sought to infringe the law of nations in respect to the trade between neutrals and the seceded States.

See act of July 13, 1861, 12 *Statutes at Large*, p. 257.
Proclamation, Appendix, p. 5.

The foregoing propositions are settled doctrines of this

court, and however much they may have required discussion below, now need only to be stated. They, moreover, dispose of a vast amount of unfavorable criticism upon the adventure of the Peterhoff—an adventure entirely lawful as we believe, whatever may be thought of the friendship of the neutral that was to profit by its success.

Point III.

The mouth of the Rio Grande was not blockaded. We at times had cruisers there, but they did not claim to blockade a river which was one-half Mexican, while, on the other hand, vessels almost daily cleared from Northern ports, with the acquiescence of the Government, for the port of Matamoras, situate within the river, and about forty miles from the Gulf. From the port of New-York alone, near sixty vessels cleared for Matamoras in the eight months that preceded the trial of this case in July, 1863, a period that includes the date of the capture of the Peterhoff.

See Frau Islabe, 4 *C. Rob.* 64.

Point IV.

It is impossible to doubt that the destination of the Peterhoff was the mouth of the Rio Grande. She could not enter Matamoras itself, as she drew about sixteen feet, and provision was, therefore, made by her bills of lading that her cargo should be delivered into lighters.

There never has been any pretence that the Peterhoff herself designed to run the blockade of any port. Her slow rate of speed made this improbable, and her draft of water alone made it impossible that she could enter any port west of the Mississippi.

1. The answers to the eleventh interrogatory afford a mass of evidence upon the question of destination, that needs no comment of counsel to strengthen.

2. The papers of the ship, the documents accompanying the cargo, are all preserved, are regular, and with the other papers found, prove the destination and show the regularity and honesty of the voyage.

Great stress was laid in the opinion of the court below, that the manifest was not full enough. While we assert that the manifest was as full as usage requires, and with the invoices which were on board and are produced, affords ample information of the quality and kind of cargo.

The court below thought that "coils" in the manifest ought to have been followed by the words "of rope," while we think that if "coils of rope" would subject to seizure or condemnation, a belligerent in pursuit of prize money would not fail, if he found the first word to infer the others.

3. The Peterhoff and much of her cargo were insured to Matamoras. In respect to the ship, the policy contained a clause, "Warranted free from capture, seizure, detention and all consequences of hostilities." How it was as to the cargo does not otherwise appear than, as it necessarily follows from the low rate of premium, which was about five per cent. The premium on a blockade runner was from 50 to 75 per cent.

Policy, pages 251–2.
Receipts for Premiums, p. 118.
Ans. to 27th Inter'y, pages 8 and 14.

4. Some of the goods were consigned to Burchard & Co.'s successors, a well known firm of Matamoras.
See Ans. 14, page 20.
See bill of lading, p. 188.

5. All the invoices were regularly certified by the Mexican consul in London, as upon a voyage to Mata-

moras. Some of the certificates will be found at pages 138 and 139 of the record.

6. The ship carried the English mail, "under the official seal of the General Post Office," from London to Matamoras.

See certificate of Prize Com'r, p. 3, of record.
Affidavit of Dist. Att'y, and the proceedings thereon, pages 4 and 5.

Point V.

But it is asserted that, though the destination of the Peterhoff was to the mouth of the Rio Grande, the design was to transfer the cargo into lighters, not to land at Matamoras, but upon the Texas side of the river, and there deliver the cargo to rebels. And it was in substance upon this assertion and pretence that the condemnation was made in the court below.

See the Peterhoff, *Blatchford's Prize Cases*, p. 533–4.

Upon reading the opinion of the District Court it is quite apparent that the chief circumstance relied upon to establish this assertion and pretence, was the presence on board the ship of a cotton press and 200 pairs of what are called in the invoice "negro brogans," which the court inferred must be designed for Texas, simply because no cotton grows in Mexico, and because they have no negroes there.

See the opinion at pages 531, 532, of *Blatchford's Prize Cases.*

The learned court said, "The unmistakable destination of "the cotton press and the negro brogans to the country of "the enemy, must, on all the evidence in the case, be re- "garded as affixing the same destination to the rest of the "cargo, as well to that not contraband as to the contraband."

1. The obvious answer to the ground work of this reasoning is derived from well known facts.

A cotton press is most used, it may almost be said, exclusively used, at the place of shipment, and not at the place of production of the cotton.

At New-Orleans, at Savannah, at Charleston and even at New-York, the great cotton presses were established. The cotton of Texas, it is well known, was carried in great quantities to Matamoras for sale and shipment, for the obvious reason that the ports of Texas and New-Orleans were blockaded.

It has not yet been claimed that the purchase of cotton at Matamoras was illegal, although the cotton came out of Texas, and if it was lawful to buy such cotton it was also lawful to press and ship it.

The place, then, for the use of the cotton press was Matamoras and not Texas, and to Matamoras we assert it was bound.

2. What has already been said affords also the answer to the argument drawn from the presence of the "negro brogans."

A great trade had of necessity grown up at Matamoras, in cotton on the one hand and every thing that Texas and the South needed on the other. Cotton was sent there and sold. The transaction was on neutral soil and legal. Every thing that the South wanted was sent there and sold, and again we say the transaction was on neutral soil and was legal. Under these circumstances of an existing trade, does it take any thing from the probability that an article was designed for Matamoras to be sold there, to say, that the article was one needed in or fitted for, the consumption of Texas? And, as it certainly does not, what becomes of the inferences which were made to affect the whole cargo, drawn from the presence of the "negro brogans."

3. And is not the same answer just as effectual when made in reply to the charge that the Blucher and cavalry boots and blankets were needed by the Confederacy? Though they were needed, it must be conceded that, if designed to be sold in Mexico, they were not liable to condemnation.

4. Let it not be forgotten, that, at Matamoras, a market, with abundant means of payment, existed for every thing to be found in the cargo of the Peterhoff. And, with a knowledge of this fact, where is the warrant for the inference that the owners of this cargo designed to transport it into Texas, there to be subject to the seizure of troops or guerillas, against whom there was no protection, and from whom there was no hope of payment, while at Matamoras there was an ample market, and a certainty of payment? If this case is to be tried upon inferences, let us, at least, hope that they will be based upon probability and a knowledge of the motives that actuate men.

A. The Peterhoff drew so much water that she could enter no port west of the Mississippi River, and was obliged, in order to discharge for Matamoras, to lie about three miles, it is said, off the bar of the Rio Grande. This circumstance, which rendered the Peterhoff utterly unfit for the business of a blockade runner, and which ought to be construed in favor of the honesty of her voyage, is ingeniously tortured into an argument for her condemnation. (Opinion, pages 521, 522.)

It is apparently supposed that her owner, shippers and master imagined that they could lie at the mouth of the river, under the guns of our ships of war, and with impunity carry on a contraband trade with the Texas side of the river. If they meditated a prohibited trade, they adopted the means likely to defeat it; but, if they designed to pursue a trade sanctioned by the law of nations, it was not strange that they employed a ship that, at every stage of her adventure, was or might be under the eye of the cruisers of the belligerent.

B. It was also said, that the Peterhoff carried goods that, if designed for the enemy, were contraband of war, and therefore it was inferred that the owners thereof did not mean to sell these goods at Matamoras, where they could be paid for them, without any risk whatever, but that they

designed to pass by that market, and take in preference all the risks of the prohibited trade with the confederacy.

The answer to this has already been made. The owners of this cargo are to be deemed actuated by the motives that move other men. They are to be deemed prudent and honest until the converse is proved. And though they were neither of these, but were only shrewd and cunning, the court must infer they meant to keep to the lawful trade.

C. But the court below found among the pleadings a claim by Robert Mackie, who was and who describes himself as the agent at New-York for the insurers at Lloyds. He says, in substance, he knows nothing about the case, and has not time to hear from Europe, as, indeed, he had not, the monition being returned on April 21st, and the court giving but one day to answer, (see pages 68 and 71,) but, upon information and belief, he claims that the underwriters are interested.

Upon this claim the learned court below gravely argue that the vessel and cargo must have been insured against loss by capture, and that they must have been lawfully captured, or the underwriters could not be interested. (See pages 512, 513.) Thus interpreting the zeal of an agent of the insurers, acting without information, into a concession of guilt by the assured. A case that requires to be sustained by such an argument must be weak indeed.

D. Again, it was said in the opinion below, that among the papers on board the ship there was found no invoice of the artillery harness, the buckles or the bagging, or the drugs consigned to Burchard & Co., of Matamoras. But the learned judge very fairly says, in the same paragraph: "What may have been contained in the mail which was on board has not been made known, for the reason that the mail was delivered up unopened."

The proceedings of the District Attorney, acting under the instructions of the Government and the order of the court, will be found at pages 3 to 5 of the record.

If there were any thing in the fact that no such invoice was found, the inference is repelled by the voluntary giving up of the mail; the mail was the very place where the invoice should be.

But we assert, in addition, that the absence of an invoice from the ship is no ground of suspicion—they are sometimes on board and sometimes not—there is no settled usage on the subject.

It ought also to be added that the absence of this invoice was not made the subject of comment upon the trial, but is first heard of in the opinion, written after the condemnation. (See mem. at end of syllabus, p. 465, *Blatchford's Prize Cases.*) Had search been made at the trial it might possibly have been found; and that papers from a captured ship may be lost, is disclosed by an inspection of this record. (See pages 122 and 253, where it will be seen that Exhibits Nos. 119 and 285 are wanting.)

Point VI.

The testimony of the witnesses, so far from affording any thing like an impeachment of the regularity of the voyage and its honesty, proves conclusively all that the claimants assert.

1. Observe the answer of Duffy to the 24th interrogatory, p. 43.

2. Tregidgo was hostile, and he could adduce nothing unfavorable, but hearsay, from the passenger, Heyck. He says in his 28th answer: "I heard Mr. Heyck, one of the passengers, say that the cargo was to go across the river from Matamoras into Texas," and

then to make his assertion better, but in reality making it doubtful, he adds: "I am very confident of this."

See page 31.

In respect to this witness it is not unjust to say that he had been a midshipman in the British Navy, (p. 32,) and was now a third mate upon a merchantman, which is hardly above a common sailor. Such a statement impeaches him, for instead of advancement he had met degradation.

Besides, Heyck, the passenger, had no connection with ship or cargo, (p. 22, Ans. 34,) and his statement, if ever made, was the merest hearsay.

3. What Reed, the cabin-boy, says, was told him by the shipping master in London, that they "were bound to Matamoras, or any port in North or South America," is a mere statement of the shipping articles, which are always drawn with latitude.

Ans. 11, pages 45, 46.

Point VII.

It has already been seen that whether or not the Peterhoff carried goods which were contraband of war was not at all material, unless the trade was to the enemy, but it may be well to inquire how well grounded are the allegations that she had on board many articles and large quantities of goods which came within this designation.

1. What is contraband by the law of nations as recognised and insisted by the Government of the United States, appears by reference to the treaty with Great Britain of 1794, Art. 18.

See 8 *Stats. at Large*, 125.
See, also, Mr. Pickering, Secretary of State, to Mr. Pinckney, at Paris, June 12, 1797.

2 *Elliot's Diplomatic Code*, 524–5.
Mr. Pickering, Secretary of State, to Mr. Monroe, Minister at Paris, September 12, 1795.
Amer. State Papers, vol. 1, 596–7.
Mr. Pickering to Messrs. Pinckney, Marshall and Gerry, Ministers to French Republic, July 15, 1797.
Amer. State Papers, vol. 2, 153–4.
Messrs. Pinckney, Marshall and Gerry to the French Ministers, 27th January, 1798.
Amer. State Papers, 169, 174, 175.
1 *Kent*, 138–9, and the note (*b.*)

2. In this view of the law of nations there was nothing contraband on board but the old artillery harness. The cordage, when taken to the Rio Grande, cannot be considered so, for there it could not serve "directly to the equipment of vessels." There is no pretence that the rebels could fit out ships there.

Point VIII.

The case is deemed entirely clear for the claimants upon the testimony of the witnesses and the documents on board.

The only material matter that is put forward as a ground of suspicion against the voyage is the throwing overboard the small box.

1. At the worst, this is but a ground of suspicion—it is no crime of itself—an unwise act, but nothing further.

2. If the box had contained the papers of the ship or the documents for the cargo, the destruction would not be ground for condemnation, either in our courts or in the English.

1 *Kent*, 158, (margin.)
Bernardi *vs.* Motteux, 2 *Doug. Rep.* 581.
1 *Duer on Insurance*, 736, 737.
Halleck's Int. Law, 623, 624.
The Bermuda, 3 *Wallace*, 515.

3. And had the box contained despatches which were destroyed, or were not destroyed and actually found on board, no condemnation would follow. It is only the carrying of despatches by a ship employed for that purpose by the belligerent, by which act she becomes the vessel of the belligerent, or the carrying of despatches between different parts of the territory of the belligerent, that subjects to capture.

Wheaton's El. In. Law, pages 567, Note (*a.*) 565.
The Madison, *Edw.* 224.
The Rapid, *Edw.* 228.
The Caroline, 6 *Rob.* 461.
1 *Kent*, 152, (margin.)

4. Whether the suspicion excited by the destruction of the box was that the cargo and ship were enemy's property, or designed to run the blockade, that suspicion is fully dispelled by the documentary and other proofs.

5. But if the suspicion excited would, under other circumstances, seem to require any further explanation, it should not be forgotten that the Government permitted the passenger, Mohl, to leave the ship at Key West, by means whereof the claimants are deprived of his testimony.

6. The witness, Almond, besides the last deposition of Captain Jarman, gives the history of this box. The passenger, Mohl, a German, owned it. *Mohl had*

no possible connection with ship or cargo. Of course the box had nothing to do with either. Had it remained on board, no matter what its contents, no injury could have resulted to either ship or cargo. Its destruction is not, therefore, of any moment, especially when it is considered that we are deprived of the explanations of Mohl by the act or neglect of the captors.

See Almond's Ans. to 20th Interrogatory, p. 13.
Webber, answer to same Interrogatory.
Captain Jarman's Statement, p. 53.

The other papers beside the letters from wife and father were printed, and were also the property of Mohl, whose explanation we are deprived of by the act of the libellants.

Webber, 20th Ans. p. 38.
Duffy, do. p. 42.

7. The instructions of the owners and the conduct of the captain at London and Falmouth, were prudent and fair in the extreme, to prevent the carrying of any improper papers by the passengers. This box was said to contain only powder, and the captain believed it. It was not to be inferred that it contained any thing else. The story of Reed is simply false, when he says he saw papers put into it.

Point IX.

In connection with the eighth point it is deemed proper to remark, that a claimant in a prize case, perhaps from necessity, labors under very great disadvantages in the trial of his claim. Hearsay of the loosest description is admitted against him; documents, with which he has no connection, will secure a condemnation. He cannot cross-examine a witness,

much less call one of his own; nothing is open to explanation except by the mouth of counsel, and his words are idle if they travel out of the record. All this is hard enough, but it has a single compensation, which is found in the circumstance that the master and people on board may be presumed to be friends, and so likely not to manufacture a case against him, and that the papers on board may tell the truth as to ownership and destination. But in the prize cases that I have seen tried, not only are all the rules of prize trials and evidence invoked against the claimant, but it is the rule to disbelieve the witnesses, however respectable, and to disregard the documentary evidence, upon the plea that it is easy to make evidence and simulate papers. And so far did the prosecution go in this case upon the trial, that they earnestly urged that the less elevated the position of the witness, the more he was entitled to credit, and so the boy, Reed, and the 3d mate, were exalted above the master and the witness, Almond.

We ask, and we have a right to ask, that while all the hard rules of a prize trial are applied against us, we shall not be deprived of those that ought to make in our favor.

Point X.

The giving up of the mails by the Government was an act of grace on their part, and however prudent and judicious as a political measure, was injurious to the claimants, as depriving them of, at least, negative evidence of the honesty of the voyage of the Peterhoff.

Point XI.

If it were proved that any contraband on board was designed directly for the rebels, that would not subject to condemnation either the ship or the rest of the cargo.

Wheat. Elements of Int. Law, 567–8.
1 *Kent*, 142, 143, (margin.)

1. If the view of the claimants be correct, that the cordage was not contraband when bound to a river where the rebels could not fit out ships, then the owner of the ship had no contraband on board. And certainly, every thing that the master had was free from objection. His rope was for cotton bales.

   See Record, pages 248, 249, 250.

2. Trade in contraband, even with the enemy, is legitimate; it only subjects the contraband to condemnation and the ship to loss of freight.

   The Santissima Trinidad, 7 *Wheat.* 283.

3. And the contraband must be in considerable quantities to make the offence.

   Wheaton's El. Int. Law, 565.
   The Atalanta, 6 *Rob.* 440, 455.
   Hazlett's Manual, &c., p. 222.

Point XII.

An examination of the manifest of the cargo discloses just such an assortment of merchandise as would naturally be shipped by shrewd traders to a port situated as Matamoras is in a country at war, and with her own ports blockaded or occupied, and nothing to excite suspicion of unfairness. There is really nothing in the case to warrant condemnation. The most that can be said is, that we, as Americans, objected to any supplies being sent to rebel borders, lest they might reach the rebels, and we always forget that, except in contraband of war, trade with them by neutrals was lawful.

Point XIII.

If it be said that the ship and cargo are liable to condemnation upon their destination to Matamoras, because that part was so contiguous to Brownsville and Texas,

we answer, that no authority is found for such a proposition, but what is said in the case, The Zelden Rust, (6 *Rob.* 93,) a case not in point, for both the ports there of Corunna and Ferrol were enemy's ports, and the sole question was, whether the cargo was contraband.

See The Frau Margaretha, same vol., p. 92.
The Jonge Pieter, 4 *C. Rob.* 79.

Upon principle, we insist that the courts of the United States will not add new restrictions to neutral trade.

See The Bermuda, 3 *Wallace*, 514.

Point XIV.

Redgate's former residence in Texas cannot subject his portion of the cargo to condemnation. He no longer resided there, and the case is not within the rule, nor the reason of the rule stated in the opinion of the Supreme Court in the "Prize Cases."

2 *Black.* 635, 674.
See claim of Redgate, p. 60 of the Record.
Ans. to 1st interrogatory, p. 5.

Point XV.

The refusal of Capt. Jarman to go on board the Vanderbilt, giving as a reason that he was "in charge of her Majesty's mails," and offering also the papers and ship for search, was no resistance of the "right of search" to subject the ship or cargo to condemnation.

The case of the Maria, (1 *Ch. Rob.* 340,) relied upon by the court below, is no authority for so tyrannical a right; that was a case of absolute resistance to search.

See pages 290, 291 of Record.

Point XVI.

Joseph Spence, of London, the owner of the Peterhoff, is not to be confounded with James Spence, of Liverpool, the agent of the confederacy.

See 7th answer, page 20.

Point XVII.

The learned court below struck out the circular of Bennett and Wake, found at page 264 of the record, a circular not connected with any one of the claimants.

See the notice and order striking out, pp. 263 and 267.

What effect that paper might have, had it been found on board the Peterhoff, cannot now be considered, but certain it is that it was not admissible upon the trial. Nothing was there admissible but the papers found on board the Peterhoff and the testimony *in preparatorio*. (See 1 *Wheat.* pp. 498, 499.)

If this paper can be offered at all it must be upon an order for "further proofs," which will, of course, give the claimants a right to exonerate the ship and cargo by proofs to be adduced by them. If this course be taken, it will meet with the entire concurrence of the claimants.

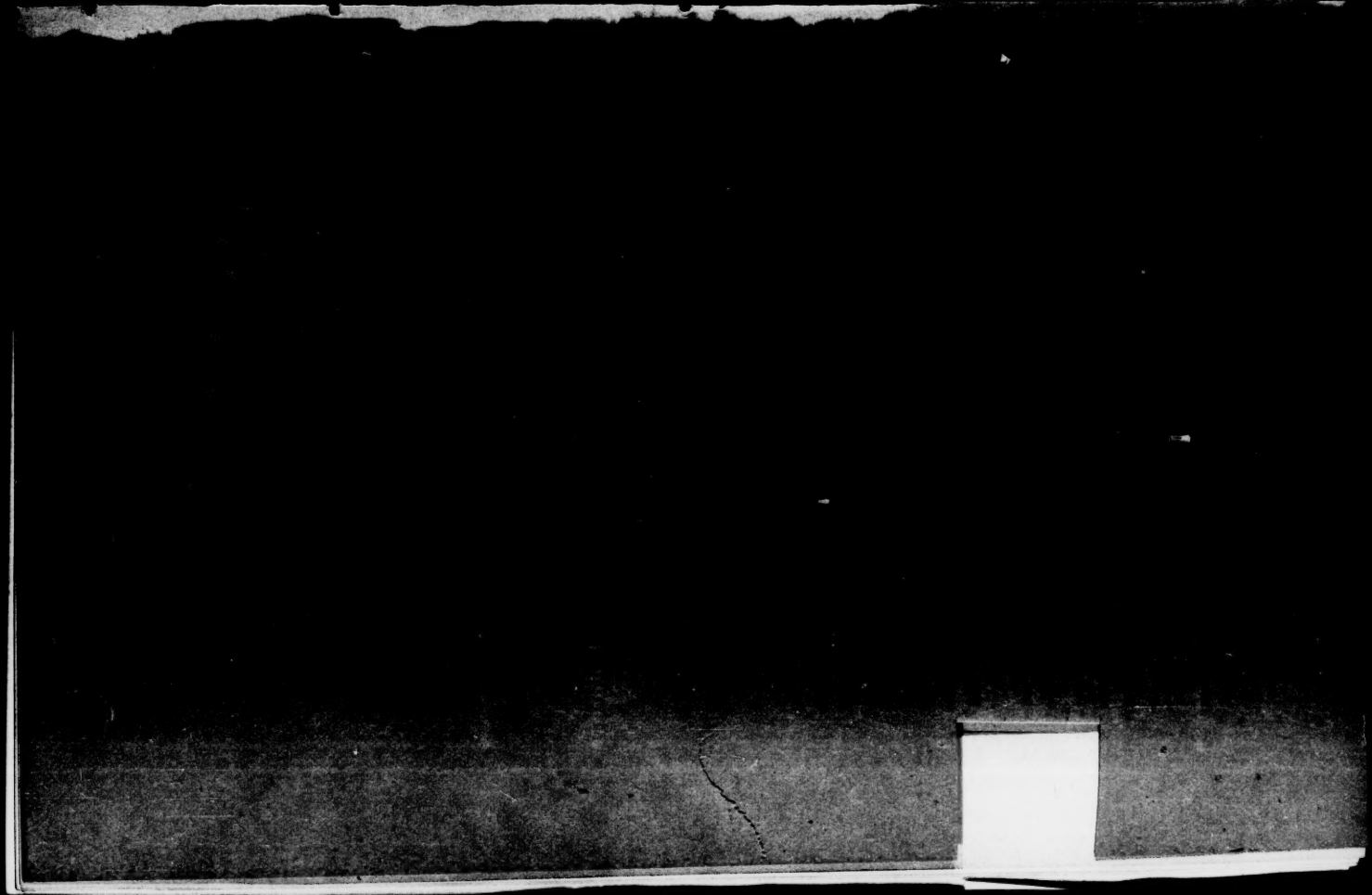
Point XVIII.

The libel should be dismissed, and the ship and cargo restored.

AUG. F. SMITH,

Advocate.

Dec., 1866.



In the Supreme Court of the United States.

DECEMBER TERM, 1865.

In Prize.

THE STEAMER PETERHOFF, STEPHEN Jarman, claimant, for owners of vessel and cargo, Samuel J. Redgate and George W. Almond, claimants of part of cargo, appellants, *vs.* THE UNITED STATES.	No. 156.

APPEAL FROM THE DECREE OF THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

STATEMENT AND ARGUMENT FOR THE UNITED STATES.

The Peterhoff, a British built and registered steamer of the burden of 669 tons, was captured as prize of war on the 25th of February, 1863, on the Atlantic ocean, off the island of St. Thomas, by the United States steamer Vanderbilt, Captain C. S. Baldwin commanding, and, after having been taken to the port of Key West, where it was ascertained that the United States district judge and attorney were absent, was brought into the port of New York, where she was libelled in prize by the United States attorney on the 30th of March, 1863. (Rec., p. 1.)

She had been fully laden with a cargo of assorted merchandise in London, England, during November and December, 1862, and January, 1863, and, on the 8th of the month last named, had sailed from that port upon a voyage documented for the port of Matamoras, Mexico. That voyage was arrested by her capture, as above stated, off the island of St. Thomas.

Claim was filed by Stephen Jarman on the 21st of April, 1863, "intervening for the interest of his principals, the owners of the steamer, &c., and cargo," alleging that he was master of

said steamer and lawful agent for said owners and rightful bailee of said steamer and cargo, and he denies that the steamer or her cargo were lawful prize. In the test oath he asserts that the vessel and cargo are owned by neutrals, subjects of Great Britain, but neither in the claim nor in the test oath does he assert that she was on a lawful voyage to a neutral port. (Rec., pp. 59, 60.)

Claim was also made on the 22d of April, 1863, by Samuel J. Redgate, alleging himself to be "late of Texas and lately a political refugee from that State, more recently sojourning in Great Britain," and "intervening for himself as owner, agent, and consignee of a large portion of the cargo," valued at $375,000, or thereabouts. He claims that portion of the cargo which stands in his name as owner or consignee, or under power of attorney to act as consignee or agent for himself and principals; and states that he is *bona fide* owner, consignee, or agent for said portion of the cargo, empowered to attend to and protect its interests, &c., in behalf of himself as owner, consignee, agent, and also in behalf of the underwriters. He denies that it is lawful prize, and in the test oath asserts that "the above-named portion of said cargo *did belong*, prior to and at the time of the seizure, and still *does belong, to this deponent as owner, consignee, agent, &c.*," as set forth in the claim. He does not assert, either in the claim or test oath, that his portion of the cargo was owned by neutrals, or that it was on a lawful voyage to a neutral port. (Rec., pp. 60, 61.)

Claim was also made, on the same day, by George W. Almond, alleging himself to be a resident of London and subject of Great Britain, intervening for himself as owner and as agent and consignee of a portion of the cargo, valued at $150,000, or thereabouts, and claiming that portion which stands in his name as owner, or consignee, or under power of attorney to act as consignee or agent for himself and principals, &c. He denies that it is lawful prize, and in the test oath asserts that it belonged, &c., and does belong to himself as owner, consignee, agent, &c., as set forth in the claim. He, too, avoids the assertion of neutral ownership of this portion of the cargo, except

in so far as neutral ownership may be inferred from his assertion that he is a resident and subject of Great Britain. He also omits, in claim and test oath, any declaration that the cargo was on a lawful voyage to a neutral port. (Rec., p. 61.)

A claim was also filed on the 21st of April, 1863, by Robert Mackie, of New York, as agent at New York for the subscribers at Lloyds', underwriters in Europe, alleging that the steamer and cargo were fully insured by his principals. Although without specific information from Europe, where the underwriters live, he states that "from circumstances" his principals, the said underwriters, "are the true and *bona fide* owners of said steamer, &c., and cargo, and that no other person is the owner thereof, to the best of his knowledge," &c. He denies the allegations of the libel and claims restitution for his principals, and in the test oath alleges the neutral ownership of ship and cargo. (Rec., pp. 71, 72.)

No appeal was taken from the decree by this claimant, and his claim is not now before this court.

On the 1st of August, 1863, the district court condemned the Peterhoff and her cargo as "lawful prize of war." (Rec., p. 255.)

On the 18th of August, 1863, Jarman, the master of the steamer and agent and bailee of the cargo, appealed to this court. (Rec., pp. 257, 258.)

On the 1st of September, 1863, Redgate and Almond also appealed. (Rec., p. 257.)

The case is therefore before this court, on the appeal of Jarman, claiming to represent the vessel and cargo, and on the appeals of Redgate and Almond claiming to represent their respective portions of the cargo.

HISTORY OF THE VESSEL AND VOYAGE.

The Peterhoff, before this voyage, had carried a cargo of cotton from Nassau, N. P., to Liverpool. (Rec., p. 30, int. 12; p. 40, int. 12.)

She had been purchased from Mr. Pearson, of Hull, by Pile, Spence & Co., or Spence of that firm. (Rec., p. 36, int. 37;

p. 21, int. 15;) and was registered in the name of Joseph Spence, No. 2, Cowper's Court, Cornhill, London. (Rec., p. 83.) In his elaborate opinion in this case, Judge Betts declares that Pearson's name is familiar to the court from its records, as a person theretofore largely engaged in supplying contraband goods to the enemy of the United States, and in sending out vessels to run the blockade.

Through the agency of Messrs. James I. Bennett & Wake, ship and insurance brokers of London, on behalf of the owners of the vessel, (Rec., pp. 77, 224 and 246,) the cargo was shipped by a number of shippers, all of whom appear to have been British subjects, except the claimant, Samuel J. Redgate, who, as will hereafter more fully be seen, was a resident of Texas.

The bills of lading, of which there is a large number, (Rec, pp. 155 to 196,) are all made to the order of the shippers, and stipulate for the delivery of the goods shipped "off the Rio Grande, Gulf of Mexico, for Matamoras."

They also declare that the goods are to be taken from alongside the ship, *at the mouth of the Rio Grande*, at consignee's risk and expense, within thirty days of arrival, providing lighters can cross the bar.

Many of the bills of lading are indorsed to the order of S. J. Redgate, or S. J. Redgate & Co., George W. Almond, Robert Bowden, and the captain, Stephen Jarman, and two of them represent shipments by Redgate.

Redgate, Almond, and Bowden were passengers on board, who had started with the cargo, and were captured with the ship. They had charge of, and represented, all the cargo, except a portion consigned to the orders of the captain, which was owned by the owners of the ship. The captain also excepts a few parcels, which are, by bill of lading, indorsed to Burchard & Co.'s successors, Matamoras. (Rec., p. 20, int. 14, and B. of L., p. 188.)

According to the statements of Redgate, Almond, and Bowden, they were part owners of the portions of cargo respectively consigned to them, and the consignments were to be sold by

them for the benefit of the owners. The testimony of these persons, as to the ownership and destination of their respective consignments, will be found in the printed record, as follows:

Redgate, (ints. 9, 11, 14, 16, 17, 28, pages 6, 7, 8, 9.)

Almond, (ints. 9, 14, 16, 17, 28, pp. 11 to 14.)

Bowden, (ints. 9, 11, 14, 16, 28, pp. 16 to 18.)

See also answers of Captain Jarman to ints. 9, 11, 14, 16, 28, 34, pp. 20 to 22.

By this testimony, and the ship's papers, it appears that the cargo was not shipped in the usual course of trade between London and Matamoras, consigned to merchants resident at Matamoras, but that it was a voluntary speculation of the parties interested, committed to the care of three of the joint speculators, who accompanied the cargo, and of the captain, for the avowed purpose of "taking the chance of the market for its sale." (Rec., p. 18.) Redgate and Almond profess that they intended to become merchants in Matamoras, (Rec., pp 7 and 13,) and were taking out these goods to begin business.

No letters to consignees were found on board.

The manifest does not disclose to whom the cargo is consigned, the consignments all appearing to be "to order." (Rec., pp. 77–80.)

Neither does the manifest at all disclose the character of the cargo, except some packages of hardware. The cargo is described as "boxes," "bales," "cases," and "packages."

The vessel had seven passengers on board at the time of capture. Their names were Redgate, Bowden, Almond, Mohl, Edwards, Heyck, and Ellsworth. (Rec., p. 22, int. 34.) Redgate, Mohl, and Heyck were residents of Texas. Edwards also appears to have been a resident of the southern States, (See Tregidgo, int. 34, p. 31,) and Ellsworth was Redgate's clerk. (Rec., p. 9.) Another passenger, a Mr. Besbie, a confederate officer, came on board at Plymouth, but left the vessel at Falmouth. (See Tregidgo, int. 34, p. 31, and Reed, int. 34, p. 47.) This is the same person referred to by Bennett & Wake in their circular of November 24, 1862, relative to the despatch of a vessel to the Rio Grande for a cargo of cot-

ton, in which they say "a Mr. Besbie, of the Confederate States of America, holds a contract from that government, whereby he is to receive 100 per cent. on invoice cost, payable in cotton, at specie value, clear of all charges of freight, &c., for any goods he may deliver into the Confederate States." (Rec., p. 264.)

The impression on board was that all these passengers had some interest in the cargo. Tregidgo, (Rec., p. 31, int. 34,) and Reed, (p. 47, int. 34,) both say so.

It is evident that they were residents of the southern States seeking their way home. Reed says "they were going to Matamoras. They said that from there they were going home. They did not say where their home was, but I heard them say *that they could not get home because their place was blockaded.*" (Rec., p. 47.)

On the 25th of April, 1863, the district court ordered an examination and inventory of the cargo to be made. The report of the commissioners disclosed that "a very large portion of the cargo" was found to be particularly adapted to army use; that large numbers of cases contained "Blucher boots," which are known as *army shoes;* a number of others contained "*cavalry boots,*" and were so labelled; that 192 bales of the cargo consisted of *gray blankets* adapted to the use of an army, and believed to be such as are used in the United States army; ninety-five casks contained horse-shoes of a large size, suitable for cavalry service and unfit for Mexican horses; thirty-six cases contained *artillery harness,* in sets for four horses, with two riding-saddles attached to each set. There were also two hydraulic presses, in pieces, *adapted for cotton;* and a considerable portion of the cargo consisted of an assorted lot of drugs, quinine, calomel, morphine, and chloroform. There were also large quantities of iron, steel, shovels, spades, blacksmiths' bellows and anvils, nails, leather, rope, and tin. (Report, Rec., pp. 64, 66.) The invoices also show *negro brogans* (Rec., p. 123) and blue military cloth and serge. (Rec., p. 140.)

This report shows that the cargo consisted of four thousand four hundred and seventy-seven packages, of which *two thou-*

sand seven hundred and seventy-four contained articles manufactured for army and navy use, and which, if designed for delivery in an enemy's port, or for enemy use, are *contraband of war.*

The invoices and bills of lading show that these contraband goods formed part of the shipments consigned to all three of the passengers in charge of the cargo, and also of the part consigned to the captain.

Notwithstanding these facts, Redgate, Almond, Bowden, and Jarman all swear that the cargo contained nothing contraband of war. (See their answers to 11th int.)

That part of the contraband cargo showing most clearly its illicit destination was shipped and owned by Pile, Spence & Co., the owners of the vessel.

Part of their shipment consisted of rope, smiths' bellows and anvils, spades and shovels. But their most significant shipment (in the name of J. Spence, the registered owner of the vessel) consisted of a hydraulic *cotton press*, of which two were found on board. (Rec., p. 193.) See also letter of J. Spence to Captain Jarman, and letter of S. Bowers to J. Spence, of 20th January, 1863, relative to putting together the cotton press, evidently contemplating its use in the shipment of cotton under the supervision of Captain Jarman. (Rec., p. 253.)

Why Captain Jarman should require instructions as to putting together the cotton press is disclosed in the correspondence of Bennett & Wake with Pile, Spence & Co., relative to the venture which culminated in the voyage of the Peterhoff.

On the 27th of October, 1862, Bennett & Wake wrote Pile, Spence & Co. concerning their "negotiation relative to the matter of the laying on of a first-class screw boat, of about 700 to 800 tons gross register, to proceed to the Rio Grande." Reciting the agreement between them as to the freight carried out and home, they add "that half the freight *for the cotton brought home in the cabins, house, and bunkers, (if any per,) and space on deck*, is to be credited to and paid us." To this letter Pile, Spence & Co. reply that they "accept, confirm and agree to" it. (Rec., pp. 224, 225.)

That the Peterhoff sailed under this arrangement is shown by the letter of Bennett & Wake to Pile, Spence & Co. of 17th January, 1863, referring to their previous letter of the 27th of October. (Rec., pp. 246, 247.) It thus appears that the Peterhoff sailed under an arrangement to proceed to the Rio Grande with a cargo suitable to the then existing market of that region, and to return with a cargo of cotton; and that she carried out two hydraulic cotton presses, the construction and working of which it was necessary that her captain should understand. She carried out a cargo ostensibly to Matamoras, but which was to have been delivered at the mouth of the Rio Grande for the market of Texas, and she was to receive in exchange therefor a cargo of cotton from Texas.

This purpose appears plainly enough on the unquestioned proofs in the case.

It is further corroborated by the circular of Bennett & Wake of the 24th of November, 1862, already referred to, which the court below declined to accept as proof, but which, for reasons hereafter stated, we ask this court to receive, if they deem it necessary. (Rec., p. 264.)

On the examination *in preparatorio*, Redgate and Bowden testified that they knew of no destruction or concealment of papers. (Rec., pp. 8, 17, int., 20.) Almond admitted the destruction of a package in charge of Mohl on the day of capture by order of Captain Jarman. He says it was destroyed because Mohl *objected to its being opened.* (Rec., p. 13, int. 20.) Jarman, on his first examination, said that no papers connected with the voyage, ship or cargo, were destroyed; that *he tore up some letters from his wife and father* at the time of capture, and *that none other were destroyed to his knowledge by any person;* that none were concealed or in any way disposed of to his knowledge. (Rec., p. 21, int. 20.)

Full and explicit as is this denial, it is abundantly proved that other papers than letters from his wife and father were destroyed and concealed by Captain Jarman's orders at the time of capture for the express purpose of preventing their falling into the captor's hands.

Before the Peterhoff reached the island of St. Thomas, she was boarded by the United States ship-of-war Alabama. Before the officer of the Alabama reached the Peterhoff, Captain Jarman handed to Harris, his second mate, a paper package, and told him to keep the package, and throw it overboard if he told him to do so; or if he made a sign, then Harris was to throw it over. Harris did not then throw it overboard and gave it back to the captain. This was four or five days before the capture. Having left St. Thomas, they were overhauled and captured by the Vanderbilt. After the first boarding by the officers of the Vanderbilt, and before the prize crew took possession, as Harris thinks, the same paper package was handed him by the captain, or he told Harris to get it out of the cabin, which he did. Harris then handed it to Campbell, a seaman, and told him to hold it. The seaman afterwards gave it back to Harris, who threw it overboard. The captain told Harris *not to let any one see it.* (Rec., p. 27, int. 20.)

This statement is corroborated in all essential details by several other witnesses—by Reed, who adds that he saw the captain *put the papers* into a box, which box of papers he handed to Harris, and *told him to put something into the box to sink it,* (Rec., p. 46, int. 20;) by Tregidgo, who adds that the captain, after sending for Mohl, one of the passengers, to witness the necessity for throwing the packet overboard, *ordered Harris to throw it overboard from a part of the ship where it would not be observed from the Vanderbilt,* which he did, and that the captain called the package despatches, (Rec., pp. 30, 31, int. 20;) by Campbell, (Rec., p. 44, int. 20;) and by Webber, (Rec., p. 38, int. 20.)

Nor were these all the papers destroyed. At the time of capture the steward gave Duffey, one of the firemen, "a package of papers, or something that was printed," and told him to burn it, which he did. (Rec., pp. 42, 43, int. 20.) This steward was Webber. Reed says of this transaction: "He (the captain) then sent the steward, Thomas Webber, with another bundle of papers to George Duffey, the fireman, to be put into the furnace, which was done; and when the steward

returned the captain gave him two papers to hide, and in case the captain was taken out of the ship, then the steward was told to destroy them, and he made a motion with his fingers as if to tear them. This was in the pantry, and I was alongside of the steward at the time, and the captain was opposite to both of us. I do not know whether the steward did destroy them or not." (Rec., pp. 46, 47, int. 20.) Webber, the steward, acknowledges that he gave Duffey the papers to be burned, (calling them newspapers,) and at the end of his testimony adds that the captain, after the Peterhoff had been boarded, gave him "a small package of papers, on blue foolscap sheets, or about two sheets," and told him if he (the captain) was taken out of the ship, Webber must tear up and destroy them; but he did not destroy them, but several hours after handed them back to the captain. (Rec., pp. 38, 39, int. 20, and additional answer.) See also Tregidgo (int. 20, p. 31) and Murphy, (int. 20, p. 35.)

It thus appears that a package of papers was thrown overboard by Harris, a second package was burned by Duffey, and a third package was handed by the captain to Webber for concealment, which Webber, after the capture, returned to the captain. Whether it was destroyed or secreted by him afterwards, we have no means of ascertaining.

In addition to these, we have the captain's admission, before referred to, that he destroyed papers which he calls letters from his wife and father, and the statement of Reed that Mohl burned some papers, which he calls note-paper, with a confederate flag on it, when the Alabama boarded them. (Rec., p. 47, int. 34.)

Captain Jarman had been examined *in preparatorio* on the 1st of April, 1863, and the other witnesses on subsequent days of that month. After their examination had revealed these facts, which he had, with full knowledge of their truth, deliberately concealed and denied, he made an explanatory affidavit on the 27th of April, on which his counsel based an application that he be allowed to add the statement contained in that affidavit to his answer to the 20th interrogatory. (Rec.,

p. 49.) The court granted the application upon condition of his answering certain special interrogatories, thereto appended. (Rec., pp. 50–52.)

On his re-examination Jarman asserted that the package thrown overboard by Harris contained a "patent white powder" belonging to Mr. Mohl; that he believed it was white powder, as stated by Mohl, and did not think any one knew the contents of the packet but Mohl. He admits, in answer to the special interrogatories, that he heard that the witness had testified as to his throwing papers overboard *after* he had been examined himself; that he had not made or offered any statement or explanation of the subject prior to his examination or testimony, and says that at that examination "no question seemed to call for this explanation;" and he also admits that he did not apply of his own accord for leave to inspect his former answer, but was sent for by the commissioner, and thus made the explanation. (Rec., pp. 52–54.)

On the second examination he offered no explanation of the destruction of papers by the fireman, Duffey, or of the concealment of the papers handed to Webber, the steward, confining his statement to the packet thrown overboard by Harris.

If this falsehood, substituted for his first perjury, were not too absurd for even comment, it would be easily overthrown by reference to the explicit statement of Reed, that he saw the captain put *the papers* into the box, and of Tregidgo, that the captain called the packet *despatches*.

Mohl left the captured vessel at Key West, and it is noticeable that although he alone, according to Jarmna, knew what the packet contained, the claimants have never offered his testimony by way of further proof to sustain the captain's amended story, and thus relieve themselves of its very damaging effect.

In the face of these facts, it is hard to resist the conclusion that Heyck, a Texan passenger on the Peterhoff, told the truth when he informed Tregidgo that the cargo was to go across the river from Matamoras into Texas. (Rec., p. 31, int. 28.)

Soon after the libel in prize was filed in the district court the United States attorney moved the court for leave to withdraw from the custody of the court a mail-bag of the British government found on board the Peterhoff, on its way from London to Matamoras. This motion having been made in pursuance of instructions from the Department of State, the court, considering the United States attorney official master of the suit, ordered the mail-bag to be delivered to the United States attorney, who subsequently handed it to the British consul at New York. This motion was opposed by the counsel for the captors, but not, so far as the record shows, by the counsel for the claimants. (Rec., pp. 4, 5.)

Among the papers found on the Peterhoff is a copy of a policy of insurance on the hull and machinery of the vessel for this voyage, in which the assurers assume the peril (*inter alia*) of men-of-war, enemies, takings at sea, arrests, &c., of what nation soever, and it contains this clause: "Warranted free from capture, seizure, detention, and all consequences of hostilities." (Rec., p. 251.) The claim filed by Mr. Mackie, agent of the insurers, rests on the assumption, 1st, that ship and cargo were insured against loss by capture; and 2d, that both became the property of the assurers by means of an abandonment accepted by the assurers after capture. This claim is in effect a concession of lawful capture, since there was no loss which could give the assurers a right to claim except a loss by capture, and no capture could vest an interest in them except a lawful capture. The claim of Mr. Mackie shows that the owners of ship and cargo contemplated a *risk* of capture, and that the assurers recognized their liability under the policy by the fact of capture.

We think the decree of condemnation was right on three grounds:

I.

THE PORTION OF CARGO CLAIMED BY REDGATE CONDEMNABLE AS ENEMY PROPERTY.

Samuel J. Redgate, claimant of a large part of the cargo, admits in his first answer (Rec., p. 5) that he is a citizen of the United States. In his affidavit (Rec., p. 55) he states that he was a citizen of Texas when she was annexed to the United States, and continued to reside in that State until the fall of 1861, when he went to Matamoras, where he continued to sojourn until the fall of 1862, when he went to England, from whence he was returning with the cargo in question on the Peterhoff.

No authority can be needed on these facts to stamp him with a hostile character, notwithstanding his alleged personal loyalty.

All that part of the cargo owned by him was, therefore, lawful prize of war.

In his claim he alleges himself to be "owner, agent, and consignee" of cargo to the value of $375,000 or thereabouts. He does not designate the portion of which he is owner, or that which he represents as agent or consignee, nor can the court, from any evidence in the case, distinguish one from the other. But in his test oath he declares "that the above-named portion of said cargo" (being all the cargo included in his claim) "*did belong* prior to and at the time of the seizure, and *still does belong* to this deponent as owner, consignee, agent, &c., as set forth in the foregoing claim and answer." (Rec., pp. 66, 67.)

Two facts sustain this assertion, that the cargo he claims belonged to him, notwithstanding his use of the word "agent:"

1. He states in his affidavit that whilst in Great Britain he formed a co-partnership with John G. Galbraith, of Glasgow, Scotland, for the transaction of business at Glasgow, London, and Matamoras; that he was on his way out to establish the Matamoras house; that said business was designed as a permanent business, and that the larger part of the cargo of the

Peterhoff, claimed by him as owner, consignee, agent, &c., was being taken out to Matamoras in order to establish a permanent and legitimate business in pursuance of said copartnership. (Rec., p. 56.) He was therefore "owner and consignee" of his partnership property, and "agent" for his partner.

2. Galbraith, his partner, never filed a claim, and is not in court except through Redgate. If he had been actual owner of any part of the cargo, it is not probable that he would have been content to be represented by an enemy, where he might have asserted his rights as a neutral.

As to this cargo the court knows only Redgate, and if restitution be made, it must be made to him. But Redgate is an enemy, and by well-settled law restitution cannot be made to an enemy, since he has no *persona standi* in court. Therefore, restitution cannot be made at all, and the decree, as to that part of the cargo claimed by him, must stand. (Halleck, chap. 31, sec. 23, p. 772; 3 Phil. Int. Law, sec. 461; *The Falcon*, 6 Rob., 199.)

Nor can the court go behind the claim of Redgate to seek neutral owners whom he may represent, and who are not disclosed either by him or by themselves. His claim is void, and they, if they exist, are in the position of owners who have failed to make claim. Decree must go against their property for want of claim.

But the court has no right even to surmise the existence of neutral owners of any of the cargo claimed by Redgate, because no clue is furnished by him or them, either in person or through him, to their names, the extent of their interests, or the specific goods in which such interests may exist, or to their national character or residence. They have no legal existence except in him, and we may safely infer that they have no existence at all.

Besides, the legal effect of the consignment of these goods to Redgate, into whose actual possession they were delivered at the time of shipment, was to vest the title in him, and so make them lawful prize, no matter by whom they were shipped. (*The Packet de Bilboa*, 2 Rob., 133.)

The foregoing remarks apply to all goods consigned in the name of Robert Bowden. He made no claim, and, if represented at all, is represented by Redgate. He came to New York with the prize vessel, and was examined *in preparatorio*. So that ignorance or absence from the country does not excuse his failure to make claim and test oath. (*The Adeline*, 9 Cranch, 244.)

Redgate, on his re-examination, states that Bowden empowered him, by power of attorney, to take care of and manage his interest in the cargo. (Rec., p. 10.) Having selected and empowered his attorney, the court must look to the claim filed by that attorney for the assertion of Bowden's rights. But the claim filed by the attorney is not a claim for Bowden, but a claim for himself. No right of restitution in Bowden is shown or asserted in Redgate's claim, nor is his name mentioned in it; Bowden is, therefore, not in court.

But even if he were in court, it could only be through and by Redgate; and we have seen that Redgate, being an enemy had no standing in court, and that restitution could not be made to him. If Redgate could not enforce a claim on his own behalf, neither could he enforce a claim on behalf of another. The district court could not decree to Redgate restitution of cargo owned by Bowden any more than it could have decreed to him restitution of his own cargo. The principle which denies him a standing in court applies equally to both cases.

In view of this grave objection, we may also safely assume that Bowden had no interest in the cargo consigned to him, but that it was actually vested in Redgate. It is quite preposterous to suppose that an honest neutral owner would have voluntarily subjected his property to the risk of being claimed in the exclusive name of an enemy when he was in court as a witness in the very case involving the question of his rights.

Finally, the entire absence of any assertion of neutral ownership of any part of the cargo claimed by Redgate in his claim or test oath, (which includes the cargo consigned to Bowden,) sustains the presumption raised by the foregoing

considerations, that all of the cargo so claimed was owned by an enemy.

On this ground, therefore, so much of the decree of the district court as condemned cargo claimed by Redgate, whether as "owner, consignee, or agent," should be affirmed.

II.

DESTINATION OF THE PETERHOFF AND HER CARGO, NOT MATAMORAS, BUT THE ENEMY COUNTRY.

In support of this proposition we submit the following points:

1. The Peterhoff, when captured, was pursuing a voyage, laden with a cargo not intended to be disposed of, or even delivered at Matamoras, as its port of destination, but intended to be delivered and sold in the State of Texas; and this was the sole and exclusive purpose of the voyage.

2. That the said cargo was largely contraband of war, consisting of articles all of which were specially, and some of which were exclusively, suited for enemy use, and destined to an enemy port for such enemy use, either by direct transhipment to the enemy country when the Peterhoff reached the mouth of the Rio Grande, or by delivery from Matamoras across the river into Texas, without any sale or change of ownership at Matamoras.

3. That, therefore, the ship and cargo were taken on a voyage having its *terminus a quo* at London and its *terminus ad quem* in the enemy country, on a blockaded coast; and even if, at the time of capture, a purpose existed to transship the cargo from the mouth of the Rio Grande to Matamoras for conveyance thence to the enemy country, that purpose did not break the continuity of the voyage to the blockaded enemy country. (Halleck's Int. Law, chap. 21, sec. 11, p. 504; 1 Kent's Com., 81; *The Maria*, 5 Rob., 365; *The William*, 5 Rob., 385; *The Thomyris*, Edwards, 17; *The Minerva*, 3 Rob., 229; *The Richmond*, 5 Rob., 325; *The Commercen*, 1. Wheat., 382; *Jecker* v. *Montgomery*, 18 How., 110–115;

The Nancy, 3 Rob., 122; *The Isabella Thompson*, Sup. Court, Dec. term, 1865; *The Steamer Bermuda*, Sup. Court, Dec. term, 1865.)

4. That the ship and cargo were liable to capture as prize of war from the moment of starting with the purpose of entering an enemy and blockaded port, or of delivering the cargo within the enemy country; and having been captured whilst that purpose yet existed, they were good prize. (*The Columbia*, 1 Rob., 154; *The Vrow Joanna*, 2 Rob., 109; *The Neptunus*, 2 Rob., 115; *Medeiros* v. *Hill*, 8 Bing., 231; *Yeaton* v. *Fry*, 5 Cranch, 335; *The Imina*, 3 Rob., 167; *The Trende Sostre*, 6 Rob., 390; *The Admiral*, Sup. Court U. S., Dec. term, 1865.)

5. That the part of the cargo not contraband of war was good prize, not only for the reason embraced in the foregoing propositions, viz., that it was captured on a voyage to a blockaded country, but for the further reason that it was owned by the owners of the contraband part. (Halleck's Int. Law, chap. 24, sec. 6, page 573, and authorities cited; 3 Phillimore's Int. Law, sec. 277; 2 Wildman's Int. Law, 215; *The Sarah Christina*, 1. Rob., 237.)

6. That the vessel was also good prize because, when captured, she was engaged in the sole and exclusive business of transporting a cargo destined for the blockaded and enemy country as far as the mouth of the Rio Grande, for the express purpose of securing its delivery into that country, either by direct transhipment on lighters to the Texan coast, or by transhipment through Matamoras, and thence across the river into Texas. For this purpose she was committed by her owners to the brokers Bennett & Wake, and through them laden with a cargo largely contraband, and part of that contraband cargo was shipped directly by the owners of the vessel, and consigned to the captain for sale on their account, some of it, (the cotton press,) bearing undoubted evidence that it was intended to aid in the shipment of a return cargo of cotton from the enemy country. (*The Neutralitet*, 3 Rob., 296, where the owner chartered the ship for contraband trade; *The*

Franklin, 3 Rob., 217, where the ship was carrying contraband, with a false destination, and where Sir Wm. Scott said that the relaxation of the ancient rule which condemned the ship with the cargo can only be claimed *fair* by cases; *The Ranger*, 6 Rob., 126, where he said, "if the owner (of the ship) will place his property under the absolute management and control of persons who are *capable* of lending it to be made an instrument of fraud in the hands of the enemy, he must sustain the consequences of such misconduct on the part of his agent;" *The Baltic*, 1 Acton, 25, where the ship was condemned because "the owner must have been aware of the fraud intended, if not a confidential party to it;" *The Jonge Margaretta*, 1 Rob., 189; *The Mercurius*, 1 Rob., 288 and note; *The Jonge Tobias*, 1 Rob., 329; *The Neptunus*, 3 Rob., 108; *The Eenrom*, 2 Rob., 1; *The Edward*, 4 Rob., 68; *The Oster Roser*, 4 Rob., 200; *The Carolina*, 4 Rob, 260; *The Richmond*, 5 Rob., 325; *The Charlotte*, 5 Rob., 275; *The Ringende Jacob*, 1 Rob., 89; *Carrington v. The Merchants' Insurance Company*, 8 Peters, 520.)

The foregoing propositions involve a question of law and a question of fact.

The question of law, whether a ship taken whilst transporting a cargo, a large portion of which is of contraband character, on an ostensible voyage to a neutral port, but with real destination, after it reaches the neutral port, to an enemy and blockaded country, without sale or change of ownership at the neutral port, may be condemned for carriage of contraband for enemy use and for intended breach of blockade, after having been decided in the affirmative by all the district courts where it arose in opinions distinguished for ability and learning, has been thoroughly discussed in this court in the cases of *The Bermuda*, *The Springbok*, *The Stephen Hart*, and *The Isabella Thompson*. And in the case first named this court has, in fact, affirmed the views of the district courts on this question.

We do not, therefore, propose to repeat in this case the

views submitted to the court in those cases, but simply ask their application to it as embodied in the foregoing propositions.

We think the whole case turns on the *question of fact*, whether the Peterhoff, when captured, was actually pursuing a voyage between the neutral ports of London and Matamoras with a cargo destined in good faith for Matamoras as the end of that voyage, and the place of ultimate delivery and sale of that cargo; or whether the avowed neutral destination was falsely assumed to conceal the real purpose of delivering the cargo within the rebel State of Texas, either by direct transshipment on lighters to the Texan side of the Rio Grande, or by transshipment to Matamoras and conveyance therefrom to Texas without sale or delivery at Matamoras.

We submit the following facts and considerations in support of the latter theory, and contend that they prove that Texas, and not Matamoras, was the real market for this cargo:

FIRST. This cargo was of a character, extent, and quality utterly unadapted to the insignificant port of Matamoras and the Mexican market which centres there, but perfectly adapted in all respects to the enemy market, and urgently demanded by that market. As a venture to the Mexican market, it was sure to result in loss to its owners. But as a venture to the rebel market, in Texas, then so badly needing supplies of this character, it was equally sure to find instant sale at enormous profits.

It is needless to recall here the familiar history of the desperate straits to which the rebel armies and people were reduced by the stringent blockade of their whole coast; the sudden elevation of the petty port of Matamoras into a great centre of commercial activity rivalling the trade of New York or Liverpool, because its territorial neutrality, and its proximity to Texas, seemed to secure to trade with the rebels almost absolute immunity from danger, and to set at complete defiance the efforts of our blockaders; the remarkable spectacle of first-class ships, laden with cargoes of infinite variety and value, arrested off an almost uninhabited coast by a bar which compelled them to transfer their cargoes to lighters in the open

sea, many miles from their pretended port of destination, and which even prevented their approaching that port after the were unladen; the sudden accession to the population of Matamoras of large numbers of eager speculators, most of whom were, like Redgate, inhabitants of rebel States, and the establishment of numerous and extensive importing houses with branches at London, Liverpool, and Glasgow. Under the stimulus of fancied exemption from danger, this new rebel trade "rose like an exhalation," and Matamoras became the commercial outpost of the rebellion.

For the new trade was not with the country in which Matamoras is situated, nor even with that town itself, but with the territory on the other side of the river, only a stone's throw across. The market which was called Matamoras was the whole rebel population extending to the Potomac, and the rebel armies on both sides of the Mississippi. And the supplies so furnished to the rebel people and armies were paid for in *cotton*.

Even if it were clearly proved that the cargo of the Peterhoff was to have been taken to the town of Matamoras and *there sold*, we affirm with confidence that on the facts which show it was destined for rebel use, this court might well hold that it was condemnable as contraband of war, and as guilty of evasion of the blockade. But the whole case shows that the intention was *direct* trade with the rebels *without even the formality of a sale to neutral residents of Matamoras.*

SECOND. The shipments in London were not made in pursuance of orders from houses at Matamoras, nor in the usual course of trade with that place, but were made as a voluntary speculation. *and the consignments were made, not to houses resident at Matamoras, but to persons neither resident nor in business there,* one of whom was the ship's captain, and all of whom accompanied the cargo on the ship.

This remarkable fact utterly overthrows any presumption of commercial destination to Matamoras, which might be drawn rom the fact of clearance and shipment by bills of lading, &c., fto that place since it was in the power of the migratory con-

signees to unload their cargo wherever convenience or interest might suggest; and the master who signed the bills would have been discharged of his responsibility by delivering the cargo wherever they might order.

THIRD. But the bills of lading stipulated for delivery of the cargo, not at Matamoras, but "off the Rio Grande," in the Gulf of Mexico, *outside of the bar*, and they declare the ship bound for "off the Rio Grande, Gulf of Mexico," and provide that the goods are to be taken from alongside the ship at the mouth of the Rio Grande, and *delivered on lighters which the consignees are to provide at their risk and expense*; so that the captain might in good faith, under his contract, have delivered his cargo and discharged his obligation, and yet the cargo have been run on lighters across the bar to the Texan coast, and never have come within many miles of Matamoras; or if it had ascended the river, it could have been delivered as easily at Brownsville as at Matamoras.

No presumption of destination to Matamoras, therefore, arises from the contract of shipment of which the bills of lading are the evidence.

FOURTH. The contraband part of the cargo compels conviction that it was intended for rebel use. It was not at all adapted to the Mexican market, but was specially adapted to the rebel market. Note some of its contents:

95 casks of large-sized horseshoes. These were obviously unsuited to the small horses of Mexico, but were just what the rebel cavalry wanted.

192 bales or 5,580 pairs of gray army blankets, of which 2,000 pairs are called in invoices "government regulation gray blankets."

36 cases of artillery harness, in sets for four horses, with two riding-saddles to each set.

14,450 pairs of "Bluchers and Blucher boots," of which 1,000 pairs are called in the invoices "men's army Bluchers."

200 pairs of shoes, called in invoice "*negro brogans*," well known in the trade of the southern States.

2,640 ounces of quinine, 1,000 pounds of calomel, 265 pounds of chloroform and other drugs, a quantity absurdly large for the Mexican market at Matamoras.

379 yards blue military cloth and blue military serge, and 307 pieces of scarlet, white and blue bunting.

52,000 horseshoe nails, 3½ tons of nails, 42 anvils.

2 hydraulic cotton-presses, adapted to pressing cotton into bales for convenient packing. The letters of Bowers & Spence, on pages 226 and 253, and the letters of Bennett & Wake, on pages 224 and 246 of record, show that the cotton-press shipped by Spence, the owner of the Peterhoff, was intended to be used under the supervision of Captain Jarman in pressing cotton, and that the Peterhoff was to have been laden with a cargo of cotton for her return voyage. ***This conclusively shows a design to trade in Texas, where cotton was grown, and not in Mexico, where it was not a staple.***

It also conclusively implicates the owner of the vessel in the guilt of the voyage.

The rest of the contraband cargo, as well as the non-contraband part, also plainly indicates a destination to the rebel market.

FIFTH. The exclusion, obviously by design, in the manifest, of all description of the contraband character of the cargo, also indicates a guilty purpose, all being designated as "boxes," "bales," "cases," "casks," and "packages." In one instance the manifest shows an erasure of a word indicating a contraband article. The cargo contained two hundred and sixty coils of rope. On the first page of the manifest there is an entry of one hundred and forty-five coils, and the word "rope" was first written after the word "coils" and *erased*, Upon the other pages are entries of fifty coils, forty-five coils, and twenty coils, without any descriptive addition.

The same dissembling of the contraband part of the cargo is noticeable on the bills of lading.

See *The Richmond*, (5 Rob., 328,) where Sir William Scott animadverts on the concealment of contraband articles on the manifest and bills of lading.

SIXTH. The character and movements of the passengers furnish grounds of suspicion. Besbie was a rebel officer, who came on the ship from Plymouth to Falmouth. As she was not a general passenger ship, and *all* the passengers on board had, according to Tregidgo and Reed, some interest in her cargo, it is probable that Besbie was interested, too. The nature of his interest appears clearly enough by the letter of the brokers, Bennett & Wake, on page 264 of record. He was a rebel cotton agent. The other passengers, whose interest in the cargo is not clearly disclosed, were Edwards, Heyck, and Mohl. They certainly were citizens of the southern States on their way home, Mohl being probably a rebel agent. (Rec., p. 31.) Of the remaining four, Redgate was a Texan, and Ellsworth his clerk, and, with Almond and Bowden, interested in the cargo. It is hard to believe that these persons were interested only in honest Mexican trade.

In this connexion may be noticed Heyck's statement, proved by Tregidgo, *that the cargo was to go across the river from Matamoras into Texas.* (Rec., p. 31, int. 28.)

SEVENTH. The misconduct of the master throughout is strong proof of guilt. When visited by the officer of the Vanderbilt, who asked him to take his papers on board that vessel, Captain Jarman *refused to do so* on the pretext that he was in charge of her Majesty's mails. When another officer came on board and demanded the ship's papers to take on board the Vanderbilt, Jarman again refused, requiring that they should be examined on his own vessel. (See log, Rec., pp. 290, 291.)

This conduct was inconsistent with an innocent voyage. Nothing is better settled than the belligerent right to visit and search merchant ships on the high seas, and an innocent master will naturally be prompt to furnish all facilities to the overhauling cruiser to prove his voyage lawful. In *The Maria,* (1 Rob., 340, 360,) Sir William Scott says that the right of the belligerent cruiser *to send on board the merchant vessel and demand her papers for examination* exists by

papers on board the Vanderbilt was itself good ground for the detention of his vessel, in view of the fact that he was sailing in the direction of the rebel territory with a cargo largely of a contraband character. Under these circumstances the law invariably exacts from merchant vessels the utmost frankness as well as good faith.

EIGHTH. But the crowning and conclusive act of misconduct fatal to both ship and cargo was the destruction and concealment of papers at the moment of capture. We have already detailed the facts, and they need not be repeated; nor is it necessary here to repeat the arguments as to the effect of such destruction and concealment in producing condemnation when accompanied, as in this case, with so many heavy suspicions and gross prevarications.

The falsehood of the captain's original denial that any papers had been destroyed except some letters from his wife and father, or any papers concealed, supplemented as it was after the facts had been disclosed by others, by a subsequent falsehood so absurd and improbable as in itself to repel belief, and so inconsistent with other well-established facts, leaves this vessel and cargo in the predicament described by Judge Story in the vigorous and often quoted words of *The Pizarro*, where, accepting the English rule that spoliation of papers is not held to furnish, of itself, sufficient ground for condemnation, he adds, that if the explanation be *not prompt* or *frank, or be weak or futile*, if the case labors under heavy suspicions, or if there be a vehement presumption of bad faith or gross prevarication, it is ground for the denial of further proof, and condemnation ensues from defects in the evidence which the party is not permitted to supply. (2 Wheat., 227.) See also *The Hunter*, 1 Dodson, 480; *Bernardi* v. *Motteaux*, Doug., 554, 559; *The Two Brothers*, 1 Rob., 131, where Sir Wm Scott said, "That if neutral masters destroyed papers, they were not at liberty *to explain away such suppression by saying they were only private letters;* that it was proof of *mala fides*, and where that appears it is an universal rule to presume the worst against those who are convicted of it; that it

was always to be supposed that such letters relate to the ship or cargo, and that it was of material consequence to some interests that they should be destroyed." In that case he commented on the fact that the proof of destruction of the letters did not come out on the master's deposition with frankness, but was added afterwards, when the circumstance had been disclosed by another witness, and he founded his decision very much on his conclusion that the master was in a great measure discredited. (See also *The Rosalie and Betty*, 2 Rob., 343–353; *The Rising Sun*, Ib , 104.)

It only remains to add that the papers which would have disclosed the real ownership and destination of the cargo are precisely those which are missing. These are the letters of instructions to the persons who now claim to be agents. The papers found—the clearance, register, shipping articles, bills of lading, and other *public* documents of the ship—are those which, by representing the voyage as one to Matamoras, would be relied on by the owners and master to allay suspicion and secure exemption from arrest. It was their *interest* to produce these, and therefore they were preserved. But the *private* letters which contained the record of the secret purposes of this venture, and which, with interests so vast intrusted to agents, *must have been written if the voyage were honest*, were not found. The presumption that they were destroyed to prevent the discovery of those secret purposes is, therefore, irresistible.

The further fact that these alleged English owners decline to make claim for the large and valuable shipments made by them, and thus avoid subjecting themselves to the rigorous purgation of a test oath, but allow Jarman, Almond and Redgate to incur this peril for them, is worthy of notice. Nor have they attempted by way of further proof to introduce any letters of instruction or other papers not found on the ship, and presumed to have been part of the destroyed or concealed papers.

We submit that the fact of such destruction and concealment, with the aggravations of enemy ownership of at least

part of the cargo; contraband shipments for enemy use; prevarication and falsehood in the master; and the absence of frank and honest claim and explanation by the alleged English owners, settle the question of the rightfulness of the decree of condemnation.

NINTH. The quiet consent of the claimants to the withdrawal of the mail-bag may be noticed as a suspicious fact. Public policy prompted our government to decline to subject it to examination for proofs of guilt; but no such policy restrained the claimants from availing themselves of any evidence it might have furnished of their innocence. That it contained letters, *subject to the control of the claimants*, which would have thrown light on the real destination of this cargo, may well be inferred. It is hardly possible that it could have been a regular mail to Matamoras, since the British mails to Mexico are usually carried by the British West India mail steamers. It was, in all probability, largely, if not exclusively, made up of correspondence relative to this voyage, and was doubtless sent in this unusual way, at the instance of the owners, to give their enterprise the appearance of governmental sanction. If the voyage had been innocent, the claimants would have been swift to avail themselves of the proofs of that innocence, which the United States attorney so generously placed in the hands of the British consul at New York.

TENTH. If the court shall be of opinion that the authenticity of the letter of Bennett & Wake, of November, 24, 1862, (Rec., p. 264,) is sufficiently established to make it proper evidence, it is conclusive proof of the guilt of this voyage, and ought to be considered by the court, *provided they have any doubts as to the rightfulness of the decree of condemnation*. The district court having no doubt on the original proofs, declined to consider it.

This letter, if authentic, throws a flood of light on the secret methods and purposes of the parties interested in the Peterhoff and her cargo.

The *intrinsic* evidence of its authenticity is strong. It bears on its face the marks of *vraisemblance*, and coheres ex-

actly with the facts of the voyage otherwise established. It undoubtedly discloses the origin of the Peterhoff's voyage, and the means by which it was to be made profitable to all parties interested.

The letter produced is a copy of one which Joshua Nunn, chief clerk in the United States consul's office at London, *swears was an original letter*, signed by the usual signature of Bennett & Wake, ship and insurance brokers then, and now doing business at 77 Cornhill, London; and he also swears that the signature to the original letter copied by him was in the handwriting of one of the firm of Bennett & Wake, which signature was known to him, and that the copy is the one he so made from that original letter. (Rec., p. 265.) This affidavit was made before John J. Andrew, a London commissioner to administer oaths in chancery, to whose official existence and authority Mr. Morse, the United States consul at London, certifies. The Secretray of State duly certifies to Mr. Morse's commission as consul. (Rec., p. 265.)

The copy of the letter of Bennett & Wake, filed in this case, is a copy from the one filed in the Department of State, and duly certified according to law by the Secretary of State. (Rec., p. 264.)

If the copy made by Mr. Nunn from the original in his possession, and now on file in the State Department, is legitimate evidence, then the copy of that paper here produced is also legitimate evidence, because the act of July 27, 1789, section 5, (1 Stat. at Large, 28,) makes copies of records and papers in the office of the secretary of foreign affairs, authenticated by its seal, evidence equally as the original record or paper.

1. So that the first question here is upon the admissibility of the copy made by Mr. Nunn.

If the original letter from which he made that copy were offered, duly proved to be an original, it would be evidence under the strict rules of the common law. The only objection which, in a common law court, could be made to the copy here offered, would be, that being a copy, it was not the *best* evidence. But the sufficient answer to that objection would be,

that as the original was not within the jurisdiction of the court, its production could not be compelled, and, therefore, the court would receive the next best evidence, viz: a copy authenticated by proof according to the rules of the court. Submitted to this test, the copy here produced is admissible in a prize court, because a prize court always accepts proof of facts by *ex parte* affidavit. As Dr. Lushington declares, in the cases arising out of the "Blockade of the coast of Courland," a "prize court being not a municipal court, but a court for the administration of public law, is not restrained with regard to evidence by those rules which are applicable to questions of municipal law;" and he says that in the admiralty court, with respect to all questions of prize, he believes "the practice to have been *not to entertain objections as to the admissibility of the evidence offered, but to receive all that might be tendered.*" (Deane on Blockade, 123.)

There was, then, no valid objection *to the form of proof* in which this letter was offered to the court. If the original letter would be competent proof, then is this copy competent.

2. Should the letter itself, then, be received by the court? If it had been found on the prize vessel, it would have been received without question, and its effect would have been conclusive.

Being produced *aliunde*, the court should receive it, *if, on the original proofs, the court is in doubt as to the propriety of condemning the prize.* But if, like the district court, this court shall have no doubt of the propriety of condemnation, it may waive the admission of this letter, and decide the case on the original proofs.

The familiar rule is that the case is to be heard, in the first instance, exclusively upon the papers taken with the ship, and the answers to the standing interrogatories *in preparatorio;* and if from this evidence the property *clearly appears* to be hostile or neutral, condemnation or restitution immediately follows; but if the property appears to be *doubtful*, or the case suspicious, further proof may be granted, according to the rules which govern the legal discretion of the court; and if the

parties have been guilty of gross fraud, or misconduct, or illegality, further proof is not allowed, and condemnation follows. (*The De Hermanos*, 2 Wheat., 76, 79.) Further proof may be ordered in favor of one party or in favor of both; of the captor as well as the claimant. (*The Grotius*, 9 Cranch, 368; Upton's Prize, 428, 3d ed., and cases cited.)

Under the rule stated, we think, as did the district court, the Peterhoff rightly condemnable without going beyond the original proofs. But we submit this letter for consideration if the court should entertain doubts on those proofs that she was rightly condemned, and cite the foregoing authorities to show that the court may accept it as further proof if they see fit in their discretion to do so.

In the first investigation of a prize case, the examination *in preparatorio* embraces within its scope letters and papers relative to the voyage which may not be on board at the capture. Hence the 31st of the standing interrogatories is as follows:

"31. Are there *in any country besides the United States, and where*, or on board any and what vessel or vessels, other than the vessel concerning which you are now examined, any bills of lading, invoices, letters, instruments, *papers or documents, relative to the said vessel or cargo*, and of what nature are they, and *what are their contents?*"

Under this interrogatory it was the undoubted duty of the master and the owners of the cargo to have disclosed the existence and contents of this letter. Having failed to do so, will it be said that the prize court may not obtain the information it thus sought in some other way?

In *The Romeo*, (6 Rob., 352,) Sir William Scott recognized the right of the captors to put in evidence a letter applicable to the case, *taken out of another vessel*. Objection was made that it had not been found on board the Romeo. He held that whilst the law provides that if doubts arise, the court may direct further proof, it has yet not limited and ought not to limit the cause of doubt to evidence actually on board. The court itself might possess information that would falsify the claim, and, even though the depositions and formal papers

were consistent, the court would not give judgment on the formal evidence in opposition to its private conviction that the whole of the proofs were false. There are instances in which the court may call for extraneous evidence. He declared that the court might, *in the exercise of its discretion*, and under its responsibility, be at liberty to consider the effect of the evidence proposed to be introduced. He held that the paper in question might be admitted on an order for further proof, and he made such order giving the captors leave to introduce the paper. (6 Rob., 357, 358.)

On the authority of this case there can be no question of the power of the court to relieve any doubt it might have of the guilt of the Peterhoff and cargo, by making the order for further proof which the United States attorney asked for in the district court, but which that court declined to make, because it had no such doubts to relieve.

That this court may, if it be deemed necessary, make an order for further proof, see *Pizarro* (2 Wheat., 227, 239 ;) act of March 3, 1803, sec. 2, (2 Stat. at Large, 244,) Rules of the Supreme Court of the U. S., No. 12, page 11.

If the court should think it necessary to admit and consider this letter in deciding the question of prize or no prize, no argument can be needed to show that it relates to the venture which culminated in the voyage of the Peterhoff. The date of the letter, its reference to Redgate and Besbie, and its whole scope show this beyond doubt.

We submit, then, that the foregoing facts, whether the letter of Bennett & Wake, last referred to, be included among them or not, show conclusively that the Peterhoff was captured on an unlawful voyage to the enemy country, and was, with her cargo, rightly condemned.

III.

THE BLOCKADE OF THE MOUTH OF THE RIO GRANDE MADE ALL NEUTRAL OCEAN-BORNE COMMERCE WITH MATAMORAS, IN ARTICLES OF A CONTRABAND NATURE, UNLAWFUL.

But whether the Peterhoff was engaged on an honest voyage to Matamoras, or in an attempt, under a false cover, to trade with the enemy, there remains for consideration one ground, which, according to well-considered English authority, will justify her capture, viz:

The blockade of the mouth of the Rio Grande, and of the port of Brownsville, on the Texan side of that river, involved of necessity the prohibition, whilst the blockade lasted, of even neutral, ocean-borne commerce, with the port of Matamoras, on the Mexican side of that river, in all articles of a contraband character.

This proposition rests on the principle that the belligerent has a right to make his blockade absolutely effective, and even neutral rights, otherwise sacred, must, for the time, yield to that belligerent right.

Brownsville and Matamoras, the one enemy and the other neutral, are on opposite sides of the Rio Grande, forty miles above its mouth, and the blockade of Brownsville, and of the Texan side of that river, so far as it could be reached from the ocean, was, of necessity, enforced at the mouth of the river. To allow vessels or their cargoes to cross the bar and pass up the river under the pretext of going to Matamoras, was to render the blockade of the Texan side of the river absolutely nugatory. No watchfulness or energy in the blockading squadron could prevent unlimited supplies from reaching Brownsville, and through it the whole confederacy, if they might with impunity be carried up to Matamoras, only a few yards distant from Brownsville, and far beyond the reach of the blockaders. The necessary result was, that, for the time, trade

with Matamoras was pursued under peril of capture for breach of the blockade.

Under like circumstances the British prize court, coerced by the same stringent necessity, condemned vessels trading with neutral ports.

In May, 1805, the case of THE NEUTRALITET presented the question incidentally, how far the belligerent right extended to arrest trade alleged to be with a neutral port, but so conducted as to become trade with the blockaded port if the vessel chose to make it so, in spite of the blockade. *The Neutralitet* was ostensibly described in the ship's papers to be bound from Bordeaux to the neutral port of Embden, but was taken among the Flemish banks under a suspicion that she was endeavoring to get into the blockaded port of Ostend. Although not directly presented on the facts of the case, as subsequently ascertained, (since she was decided to be actually attempting to go into Ostend,) Sir Wm. Scott, with characteristic boldness, discussed the question how far a neutral ship has a right to anchor in a spot where she may have an opportunity of slipping into a blockaded port without molestation. He says, "It will not be necessary in the present case to lay down a general principle on this point, but I am disposed to agree to a position advanced in argument, that a belligerent is not called upon to admit that neutral ships can innocently place themselves in a situation where they may with impunity break the blockade whenever they please. If the belligerent country has a right to impose a blockade, it must be justified in the necessary means of enforcing that right; and if a vessel could, under the pretence of going further, approach, *cy pres*, close up to the blockaded port, so as to be enabled to slip in without obstruction, it would be impossible that any blockade could be maintained. It would, I think, be no unfair rule of evidence to hold as a presumption *de jure*, that she goes there with an intention of breaking the blockade; and if such an inference may possibly operate with severity in particular

cases, where the parties are innocent in their intentions, it is a severity necessarily connected with the rules of evidence, and essential to the effectual exercise of this right of war." (6 Rob., 35.)

In July of the same year the point came more directly before him in the *Zelden Rust*, and he affirmed the proposition in substance as we have stated it. The case was a cargo of Dutch cheese taken on an asserted destination from Amsterdam to Corunna. The captors argued that a destination to Corunna was, in fact, a destination to Ferrol, (the enemy port,) since those ports were both in the same bay, and so situated as to render it impossible to prevent supplies from going immediately to Ferrol for the use of the Spanish navy if they were permitted to enter the bay unmolested on an asserted destination to Corunna. Having held that cheese, going to a place of naval equipment and fit for naval use, was contraband, Sir William Scott said, "Corunna is, I believe, itself a place of naval equipment in some degree; and if not so exclusively, and in its prominent character, yet from its vicinity to Ferrol it is almost identified with that port. These ports are situated in the same bay, and if the supply is permitted to be imported into the bay, it would, I conceive, be impossible to prevent it from going on immediately, and in the same conveyance, to Ferrol." He adds, "I think myself warranted to consider this cargo, *on the present destination, as contraband, and, as such, subject to condemnation.*" (6 Rob., 94.)

This case is precisely in point.

Again, in the following November, in the case of *The Maria*, he asserted the same principle as applicable to neutral towns on a river, the mouth of which was blockaded for the purpose of interdicting trade with enemy towns on the other side of the river. The river *Weser*, one bank of which was held by the French (enemy,) and on the other bank of which was the neutral city of Bremen, was blockaded by the British. The cargo was shipped from Bremen on the Weser to the Jade in lighters, and there transshipped, and was on its way to America in *The Maria* when captured. It was contended by the captors that

the exportation from Bremen was a violation of the blockade of the Weser. Sir William Scott said, "I have had frequent occasion to observe how severely the neutral cities connected with the Weser and the Elbe are pressed upon by the blockade of those rivers. At the same time it is my duty to apply to those operations of blockade the principles that belong to that branch of the law of nations generally, and by which only such measures can be maintained. The principles themselves cannot differ; although it will undoubtedly be the disposition of the court to alleviate the situation of those towns as much as possible by attending to any distinctions that can be advanced in their favor, not inconsistent with the sound construction of the general principles of law. *A blockade imposed on the Weser must in its nature be held to affect the commerce of Bremen; because if the commerce of all the towns situated on that river is allowed, it would be only to say, in more indirect language, that the blockade itself did not exist.* It cannot be doubted, then, on general principles, that these goods would be subject to condemnation, as having been conveyed through the Weser; and whether that was effected in large vessels or small would be perfectly insignificant. That they were brought through the mouth of the blockaded river for the purpose of being shipped for exportation would subject them to be considered as taken on a continued voyage, and as liable to all the same principles that are applied to a direct voyage, of which the *terminus a quo* and the *terminus ad quem* are precisely the same as those of the more circuitous destination. * * If, therefore, nothing had passed between the government of this country and the city of Bremen, *it appears to me that these goods would be subject to condemnation, and that I should be unable to distinguish the port of Bremen from any other place liable to the general operations of a blockade.*" (6 Rob., 201, 204.)

On the same principle *The Charlotte Sophia* and cargo were condemned in November, 1806, (6 Rob., 205.) See also *The Charlotte Christine*, (6 Rob., 101,) and *The Gute Erwartung*, (6 Rob., 182.)

If such was the effect of a blockade on the neutral trade of

a port so ancient and important as Bremen, it is hard to see how, under our blockade of the Rio Grande, the trade of Matamoras could remain unmolested, especially as nearly all that deserved the name of commerce was simply disguised trade with the rebels across the river.

It will be noticed that in the proposition we have submitted on this point, we do not claim that *all* neutral commerce with Matamoras was interdicted by the blockade of the Rio Grande, but simply commerce *of a contraband character*. The principle declared by Lord Stowell was applied by him to all neutral trade of Bremen, and, in reason, may safely extend that far. But we have preferred to restrict its application to trade of a contraband character, because the case of the Peterhoff requires no more, and because, so stated, it is precisely within the authority of the *Zelden Rust*.

This court has repeatedly declared that the British prize law is ours, so far as applicable; and surely no case can occur in our prize courts so appropriate for the application of a rule of British law as that of a British steamer and cargo attempting, under neutral pretences, to make gain by supplying the armies of the rebellion with contraband goods.

As the decision of the court on this important question will be unnecessary if they are of opinion, first, that the property claimed by Redgate is impressed with a hostile character; and, second, that the ship and cargo were on a voyage with real ultimate destination to the enemy country, we close with the hope that the court will be relieved of the necessity of considering it by affirming those two points.

Henry Stanbery

[redacted]

Attorney General.

TITIAN J. COFFEY,

Special Counsel for United States.

Judge Davis

United States District Court,

FOR THE SOUTHERN DISTRICT OF NEW YORK.

BEFORE JUDGE BETTS, JULY 10th, 1863.

THE UNITED STATES, et al.

LIBELLANTS AND CAPTORS,

vs.

THE STEAMSHIP PETERHOFF,

HER TACKLE, &C., AND CARGO.

IN PRIZE.

ARGUMENT OF LORENZO SHERWOOD, ESQ.,

Advocate for Almond & Redgate, Owners, Consignees, and Agents of Bowden and others, Claimants of Cargo; and for Underwriters of Cargo.

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In Prize.

JULY 10*th*, 1863.

MR. SHERWOOD.—*May it please the Court:* In presenting this case to the court, on the question of *prize* or *no prize*, it will be necessary to take into consideration some peculiar incidents and circumstances, which have, to my mind, a conclusive bearing upon the case. While we are obliged to take into account the condition of warfare between the Union government and the inhabitants of certain portions of the United States, now attempting a revolution, it is also necessary to take into account the political and military condition of Mexico, in its war with France. In addition, it is also necessary to take into account the commercial condition of the northern states of Mexico, and more especially, those states carrying on commerce and obtaining supplies through the city of Matamoras.

We have the extraordinary case of the seizure of a vessel belonging to a neutral power, going from a neutral port to a neutral port, and in relation to which we have discovered no circumstance, as yet, calculated to throw any well-founded suspicion upon the legitimacy of the voyage.

It is asserted upon the other side, that the court in prize cases is allowed, in the first place, and upon the proofs *in preparatorio*, to try the cause upon hearsay. This assumption is true in part, and untrue in part. So far as regards the political and military condition of Mexico, and of its engagement in warfare with France, the court is bound to take judicial notice from the best information in its power, and it becomes the duty of the counsel to assist the court with such information as he may be able to present. The court is bound to take judicial notice of the commercial condition of the port to which the vessel was destined, and it likewise becomes the duty of the counsel to assist the court in whatever way he can, with regard to a true understanding of the actual commercial condition of things at such port. The court is also bound to take judicial notice through public information, hearsay, or whatever it may be called, as suggested by the district attorney (Mr. Smith), with regard to the political and military condition of the United States, and if necessary, every part thereof, as well that part which adheres to the Union government, as of that part which has attempted to secede. All these matters which appertain to history, or the military and commercial condition of the countries, or parts of countries, which go to make up the *res gesta* of the inquiry, the court is bound to know. This, however, is the limit of hearsay evidence in prize cases. Within this province of inquiry, hearsay, as evidence, ends.

In the first place, I desire to call the attention of the court

to the condition of Mexico, in relation to its warfare with France. For the purpose of assisting the court, I would refer your honor to the diplomatic correspondence between the American minister resident at Mexico and the secretary of state of the United States. In this correspondence, to which I invite attention, we find that a state of war existed, at the commencement of the voyage of the Peterhoff, between Mexico and France, and that such war still exists. We have the information in this correspondence, as well as otherwise, that Mexico is struggling to maintain her independence against the power of the French usurper, who is endeavoring to subvert the government, and who is attempting to reduce that country to a dependency of the French crown. Here, then, is a state of war, in which every part of Mexico is furnishing men and means to resist the French invasion. Between France and that government to which the port and city of Matamoras belongs, a struggle was being maintained that, of necessity, put into requisition all the resources that Mexico could command. It is further shown, by such correspondence, that, at the time this voyage was commenced, the cause of Mexico was hopeful, and that there was reason to believe she would be successful in repelling the invading foe. There was, at that time, very little danger apprehended of the conquest of Mexico by France.

I desire to bring to the attention of the court another feature of great importance bearing upon the case; that is, the altered course of commerce into the northern states of Mexico. This commerce was formerly carried on almost exclusively through the state of Texas. The towns of Galveston, Houston, Austin, San Antonio, and Brownsville, were largely engaged in this trade; some of them to an enormous extent. This continued down to the time of the breaking out of our

civil war. The enterprise of those American traders into Mexico had nearly monopolized the trade of the states of Tamaulipas, New Leon, Chihuahua, Coahuila, San Luis Potosi, Durango, and adjacent portions of some other Mexican states. The conflict between the Union government and the so-called confederate states, and the restrictions upon trade imposed by the Union government, changed entirely the course of commerce into those Mexican states. Instead of passing through Texas, as formerly, its route was through Matamoras. This was the only port of northern Mexico that was virtually open to this commerce. Tampico was in possession of the French. So were Alvarado, Vera Cruz, and every other port and place on the western coast, excepting Matamoras. This city of Matamoras, as a resulting consequence, monopolized the trade of all these Mexican states; that is, so far as the supplies coming through external commerce was concerned. It became at once the entrepot for foreign goods and the depot for the reception of articles of internal production. Allow me to explain to the court, by the assistance of a map, the position of Matamoras, and also the means by which the commerce of the place is carried on.

[Mr. Sherwood exhibited a map of Texas and the adjacent Mexican states, and pointed out and explained the position of the localities and towns in the vicinity of Matamoras and the mouth of the Rio Grande, pointing out the location of the Mexican custom-house at Boca del Rio or Bagdad; also the depth of water at the mouth of the Rio Grande; the depth of water at Brazos St. Jago, twenty miles north; also, the depth of water at the various seaports of Texas, as shown by the United States Coast Survey; also, the locations of Matamoras and Brownsville, and explained the manner in which goods were discharged from and received into vessels

lying in the roadstead off Boca del Rio or Bagdad, and also stated that goods destined for Matamoras, after passing the Mexican custom-house at the mouth of the river, were taken to Matamoras in lighters or by land-carriage, according to circumstances and facilities afforded for transport and carriage.]

Mr. Upton.—These goods taken from the vessels in the roadsted into lighters, must of necessity pass up the river in steamboats. I never heard before of any being taken up by land transport.

Mr. Sherwood.—I am authoritatively informed that such is the case, however—that the facilities for water transport have been inadequate to carry on this accumulated commerce, and that the road from Matamoras to the mouth of the river, has been lined with teams transporting goods, cotton, &c. My opinion is, that goods are taken to and from Matamoras by both water and land transport. I would suggest further, for the information of the court, that none of the vessels bound to, or cleared for Matamoras, actually go up to the city. They are prevented by the shallow depth of water on the bar from entering the river. Consequently, the vessels in the roadstead discharge and receive all their freight by means of lighters.

As I suggested to your honor, it is necessary that the court should take judicial notice of the condition of commerce at this port of Matamoras; not only that of other countries, but of the United States also. This inquiry involves important considerations. Under this phase of the question, I think we shall find nearly everything that determines the right of capture. By way of assisting the court to something more definite than my bare statement upon the subject, I bring from the custom-house a certificate, showing the number of

clearances from the port of New York to Matamoras, since the first of November, 1862, to this date. Fifty-nine vessels, with cargoes, have cleared from this port, at the following dates, viz. :

November 7, 1862.
November 7, 1862.
December 13, 1862.
December 13, 1862.
December 15, 1862.
December 17, 1862.
December 23, 1862.
January 10, 1863.
January 15, 1863.
January 19, 1863.
January 20, 1863.
January 21, 1863.
January 21, 1863.
January 22, 1863.
January 24, 1863.
January 24, 1863.
January 26, 1863.
January 27, 1863.
January 27, 1863.
January 30, 1863.
January 31, 1863.
February 4, 1863.
February 6, 1863.
February 7, 1863.
February 12, 1863.
February 14, 1863.
February 16, 1863.
February 16, 1863.

February 18, 1863.
February 21, 1863.
February 23, 1863.
February 24, 1863.
February 26, 1863, date of the capture of the Peterhoff.
February 27, 1863.
March 3, 1863.
March 7, 1863.
March 14, 1863.
March 14, 1863.
March 26, 1863.
March 28, 1863.
March 30, 1863.
April 3, 1863.
April 14, 1863.
April 14, 1863.
April 29, 1863.
May 7, 1863.
May 15, 1863.
May 18, 1863.
May 19, 1863.
May 25, 1863.
May 26, 1863.
May 30, 1863.
June 9, 1863.
June 10, 1863.
June 12, 1863.
June 24, 1863.
June 25, 1863.
July 6, 1863.
July 8, 1863.
July 9, 1863.

DIST. ATT'Y, MR. SMITH.—The proposition of the gentleman, if I understand it, is, that vessels with clearances obtained at the New York custom-house, are daily sailing to Matamoras. In answer to that, if it be proper evidence, we shall be prepared to show that the government is making the most vigorous efforts to stop that trade to Matamoras, and that three vessels are now seized, and are now being proceeded against on that account.

MR. SHERWOOD.—It is exceedingly unpleasant to be interrupted by the counsel on the other side, bringing up a frivolous pretence of this kind. In answer, however, to the cavil that is attempted to be raised as to the notorious course that this commerce has been permitted to take, I would ask the district attorney, in case he is seizing vessels in this trade between New York and Matamoras, why he does not get up and tell the court that he has power to interdict the custom-house regulations, which are supposed to be under the control of the United States authorities? When we bring here and produce a custom-house certificate to show your honor that, under the sanction of the treasury department and the custom-house officers, this commerce is going on, and is permitted to go on, not only from the city of New York, but in all probability from the cities of Boston, Philadelphia, Baltimore, and every other seaport of note in the Northern states, in what way are we to be answered? It is notorious that the departments of the government at Washington have knowingly permitted that commerce to go on by the whole world without any inhibition or interdict whatever. Our own country and other countries have participated in it, without let or hindrance, alike; and having done so in a manner that gave notice to the world that this course of commerce was free, our government is estopped from setting up

the right of capture. After having permitted this commerce to go on, our own citizens freely participating in it, I do not see, sir, under what pretence of right our naval forces can go into the Caribbean Sea and capture an English vessel bound for this neutral port, some fifteen hundred miles away from its port of destination. Such an act, under the circumstances of the case, is an anomalous and unjustifiable proceeding. It has no precedent in prize cases among civilized nations. It seems to me, sir, that the government has been placed in an extremely awkward predicament by this conduct on the part of the naval forces ; and it seems to me, also, that the government authorities are only adding to the awkwardness of its position by endeavoring to raise up a colorable excuse, founded on pretences that are unworthy of consideration when the controlling circumstances of the case are considered.

There is a phase of the question attempted to be raised by the other side, to which I wish to call the special attention of the court. I do not see how the question of contraband of war can arise in this case. From what circumstances can it be presumed that this vessel was carrying contraband of war to the enemies of the United States ? Counsel may conjecture and raise up theories of illicit intention. To establish such conjecture by proof is quite another thing. We are not to lose sight of the fact that this vessel was going from a neutral port to a neutral port, with a cargo adapted to supplying the demand for goods in seven or eight states of the Mexican Republic. We are not to lose sight of the fact that Mexico was at war with France. We are not to lose sight of the fact growing out of existing circumstances, that the people of northern Mexico required every article on board the Peterhoff for such uses and purposes as the exigencies of the country demanded.

Again, the great bulk of this cargo, under no circumstances whatever, could be regarded, ordinarily, as contraband of war. Nearly the whole of it was adapted to the uses of the inhabitants of the country of its destination, had the country been at peace with other nations. In connection with this fact, it will be observed that the United states government had interdicted all commerce with the confederate states, so called, through their seaports. The inhibition was general and embraced every kind of goods. It made no distinction between goods contraband of war, or otherwise. Upon what probable conjecture, then, can it be presumed that the valuable cargo of this vessel was intended to be carried to any port of the United States, when the attempt would have been certain to have resulted in capture and condemnation ?

We again repeat, that, under the state of commerce that existed, the Peterhoff had the right to carry into this neutral port whatsoever articles the shippers might be disposed. The United States had not the right to blockade Matamoras while at peace with Mexico. France, though at war with Mexico, had placed no inhibition upon the commerce of the port. Mexico had allowed it to remain open, for all the world to trade in. Any commerce to this port was lawful, until such time as it might be interdicted by a French blockade, with due notice, according to the usages of war. That has never been done, and it is no part of the business of our government to interfere with a question of contraband trade to a neutral port. It is a question exclusively for the belligerents carrying on the war in Mexico.

We would now inquire, what earthly motive could the owners of the Peterhoff and cargo have had to avoid the port of Matamoras when the trade was legalized and safe under

the usages of war? By what strange conjecture is it to be imagined that this vessel and cargo, worth some six or seven hundred thousand dollars, should seek to avoid a legalized and profitable adventure for an illicit and hazardous one? Counsel may conjecture follies on the part of the owners of this ship and cargo; but such conjectures will go but little way in establishing a presumed intent against all the rules of prudence that ordinarily govern men in their accustomed business transactions.

The counsel on the other side have laid great stress upon the idea that there were articles in this cargo contraband of war. Suppose it were so—what power other than France would have the right to stop them on their way from London to Matamoras? It will not be contended that in case the real destination of this cargo was Matamoras, and was to be disposed of in Mexico, that any right of capture existed. Unless, therefore, the fact of real intent to carry this cargo directly into the so-called confederate states can be established by convincing evidence, what becomes of the cavil about the artillery harness, military blankets, and artillery boots, &c.? But, as has been suggested, the vessel was not captured for the alleged reason that she contained contraband. It was done in order to stop the English trade to Matamoras. No distinction has been made by the United States government between goods contraband, and those not contraband. No distinction has been made by captors of prizes, or the prize courts, nor any question raised, whether goods were contraband or not. Goods innocent and goods contraband have shared the same fate when captured; and this, too, upon the ground, that all commerce to and from the ports of the confederate states was interdicted.

It has been apparent throughout the trial of this case, that

the counsel on the other side have undertaken to treat the case as though the capture of a vessel had been made which was attempting to run a blockade. We have no such state of facts or premises in this case. The attempt to run a blockade, or presumed intent to run a blockade, has not the least shadow of probability. Such intent cannot, by any possibility, form any part of the *res gesta* in the case. If we go to the evidence contained in the ship's papers, we find them all regular, and contemplating a voyage from London to Matamoras. This was the voyage for which the ship was put up. This was the destination in the contract for freight. This was the voyage for which the crew was shipped. This was the description of the voyage upon which the policies of insurance upon ship and cargo were obtained. Matamoras was the port of destination, and in accordance with such destination the Mexican consul's certificate, at London, had been attached with great regularity to every invoice of the cargo. In addition to this, every witness whose testimony has been taken—captain, passengers, and crew—all make the same statement, and establish, beyond dispute, that the voyage was intended to have been made between these neutral ports.

"But," says the counsel for the captors, "this voyage from London to Matamoras was simulated," and urges that a different destination was intended. Now, it could not be possible that the vessel was going to Charleston, or Savannah, or through the Florida channel. She was on her course south of Cuba, in the Caribbean Sea, directly in the route to Matamoras, through the Gulf of Mexico. Then, again, there was no harbor on the Gulf of Mexico, excepting Pensacola and the mouth of the Mississippi, at which this vessel, drawing sixteen and a half feet of water, could enter, and these two were in possession of the United States. When we look

over the ports of Texas, we see the impossibility of the Peterhoff entering any of those ports. Brazos St. Jago, twenty miles north of the mouth of the Rio Grande, has seven feet water, and was blockaded. Pass Cavalo, into Matagorda bay, has ten feet. That was also blockaded. Galveston has twelve feet water, and Sabine pass seven feet, and both blockaded. It is still insisted, on the other side, that the Peterhoff intended to have discharged her cargo into lighters or small vessels, and then run the goods into some of these Texas ports. To any one acquainted with the depths of water and position of these ports, the idea of such a course of operations is really ludicrous. Why, your honor, it took about three weeks to discharge the cargo of the Peterhoff, under the supervision of the counsel for the captors, when he was fishing for evidence, with all the facilities for discharge afforded at the Atlantic docks. It would have taken some weeks to have discharged the cargo of this vessel into small vessels or lighters, and I will not discuss the question of probable intent to do it in the face and presence of a blockading force. I will leave that discussion to the advocates on the other side.

The advocate for the captors has intimated that he shall rely upon the fact that the vessel and cargo was covered by an insurance against capture, and that this war risk is evidence of an illicit destination of the vessel and cargo.

Mr. A. Smith.—I think there was no insurance against capture, at least, such is my understanding.

Mr. Upton.—I am very certain there was an insurance against capture. I am positive that such was the case.

MR. SHERWOOD.—Admit that such was the case. In the contingencies of war between the Northern and Southern states, and between France and Mexico, it was prudential and proper for the owners of the vessel and cargo to obtain insurance against capture; but what was the contract in this policy of insurance? The policy on its face must have recited the voyage to be made. What was that voyage? From London to Matamoras. The contract between the underwriters and insured was, that the vessel should proceed, according to specifications, in the usual course of such voyages, and with all proper diligence to the port of destination, and there discharge. Suppose, your honor, the vessel had deviated and gone off on one of those illicit adventures conjured up in the fruitful imagination of the counsel for the captors. Suppose the ship and cargo had been captured on such adventure. Most certainly the vessel and cargo would have been lost to the owners, and the deviation of the vessel, on such extra-hazardous enterprise, would have made void the policy of insurance. Again with regard to the insurance upon the vessel and cargo against the perils of the sea. The insured were bound by the same stringent obligation to pursue the voyage described in the policy, which was understood to be a legitimate voyage from neutral port to neutral port, and where no deviation from the described voyage was allowable. Can it be supposed for a moment that men of prudence designed to risk everything on an illicit adventure, when the legitimate enterprise was covered by insurance, and promised all the success possibly attainable, without hazard? I cannot conceive in what manner the counsel for captors expect to make use of the insurance against capture, to the prejudice of claimants.

I will now bring to the attention of the court the commercial intercourse and traffic between Texas and Mexico. The cotton in Texas had accumulated under the embargo, to an enormous extent. It had been estimated that there were in Texas, at one time, since the war commenced, about eleven hundred thousand bales. The fabulous prices of this article induced the owners to transport it by land carriage across the country several hundred miles into Mexico. We have the information that almost everything in the nature of a team in Texas, has been put to use in transporting this cotton across the Rio Grande. In addition to this we also have the information that innumerable Mexican teams and traders have been engaged and employed in getting this cotton out of Texas. As soon as this cotton reached Mexico it had a cash market. It commanded Mexican silver, foreign gold, or anything else that was demanded for it. Most of this cotton found its way, of necessity, to Matamoras. It was at this point that the traders from nearly every part of the civilized world congregated. They were stimulated by a desire to obtain this cotton. To such an extent did the commerce of Matamoras increase that there were at one time, in the roadstead off Boca del Rio, one hundred and forty sail of vessels. Fifty-nine have cleared from this port alone since the first of November, in addition to what had previously cleared, and what have gone from other Northern ports. Matamoras was crowded with goods, and these goods were sold to traders from the northern Mexican states, from Texas, and perhaps from Louisiana. To such extent was the accumulation of goods and traffic at Matamoras, that rooms ten feet square rented for thirty dollars per week ; and even shanties were erected in which to store goods. Such was the

state of trade at Matamoras, growing out of the inhibition of commerce to the ports of the seceding states.

I assert, your honor, that this commerce, at the port of Matamoras, and this trade between Texas and Mexico, has been carried on from the commencement with the entire knowledge of the government at Washington. It is within my knowledge, sir, that the state of things which existed was brought to the attention of the President and war department over a year ago, by the Union refugees of Texas. The government was importuned to take military possession of the frontier of Texas, in order to cut off this trade between Texas and Mexico. These refugees were not listened to. In the early part of October last they renewed the application, backed by the war committee of the city of New York, which sent a delegation to Washington. The necessity of taking military possession of the left bank of the Rio Grande was again urged upon the government, with a view of cutting off this trade, and also of protecting the Union men of Western Texas, who were being murdered by the rebels. An expedition was promised, and General Banks was designated, as was supposed, to take command of it. Now, sir, in corroboration of this, I refer to what is history in regard to this supposed expedition, and the motives and objects of it. It was public information that this military expedition was intended for Texas. Individuals were personally informed, by Gen. Banks, that his expedition was intended for Texas, and the refugees from that state, including the military governor Gen. Hamilton and suite, who started with the expedition, supposed it was going to Texas. So notorious was this belief, that the information had gone across the waters, and reached persons in England. Mr. Redgate, one of the claimants, in his affidavit swears that "he re-

ceived information of the Banks expedition, and that at the time he started on the voyage from England to Matamoras, he expected and fully believed they would find the whole of Western Texas in the occupancy of the military forces of the United States, and that he was greatly disappointed when he learned, after the capture of the Peterhoff, that such was not the case." I refer to these matters, your honor, for the purpose of showing that the government at Washington had early information, and full and ample knowledge of this course of trade through Matamoras, and between Texas and Mexico. I further assert, that this early information to the government was not only derived from the sources suggested, but in addition, the government was authoritatively informed, through the secretary of state, by the consular agents of the United States residing at Matamoras and Tampico.

I contend, if the court please, that this traffic between Mexico and Texas has been allowed to go on without any step being taken by the government to check or put a stop to it, and very much to the disgust of the unionists of Texas, who had importuned the government to take effective measures to prevent its continuance. It has been allowed to go on contrary to the remonstrances of the press, and contrary to the public judgment. It has been allowed to go on for some mysterious reason, known only to those in authority at Washington. It has been carried on so notoriously, and so contrary to public opinion, that all kinds of conjectures have been raised up as to the motives or policy of the government in allowing it. Some have conjectured that the government desired to alleviate, in some measure, the cotton famine in England and France, and thus assuage, in some degree, the destitution of the manufacturing operatives, thereby preventing the popular clamor for intervention—that the govern-

ment, in its motives of policy, deemed this traffic more beneficial as a means of keeping the peace by avoiding intervention, than prejudicial in its effect in supplying the rebels. Another theory as to the policy of allowing this traffic to remain open is more ill-natured, and less charitable. Some have indulged in the belief that the speculators having influence with the departments of government, the "pipelayers," "political thieves," "Catiline" conspirators, and men-of-all-work, have prevailed with the government to keep this traffic open for their especial accommodation. Some have contended that the true way of preventing rebel supplies through Texas, was to cut off communication by opening the Mississippi. For myself, I am disposed to indulge in no uncharitable suspicion as to the motives of the government. I merely urge the fact, that this commerce has been allowed to go on with the full knowledge and acquiescence of the government, contrary to the public judgment, and contrary to the remonstrances of the press. It is the fact that this traffic has been kept open with the permission, if not with the connivance of the government, that I seek to bring to bear on the case. It is immaterial as to what the motive of the policy may have been.

It will not be contended that the United States government had any right to prevent the introduction of goods into Mexico, and which were designed to be mixed up with Mexican commerce, whether such goods were contraband of war or not. We need not cavil over the probabilities whether the goods carried into Mexico would be consumed in the Mexican states, or be purchased by the Texas traders, and carried across the Rio Grande into the seceded states. This cause cannot be determined upon any such conjectured probabilities. Mexico had the right to trade with Texas; Texas had

the right to trade with Mexico, subject to the right of the United States to interrupt such trade in the only possible way; that is, if I may use the expression, a land blockade. Until such time as the United States saw fit to interrupt this commerce by military occupancy, the trade was lawful under all the rights, duties, and responsibilities of both neutrals and belligerents. No doctrine is better settled than that, "if a place be blockaded by sea, it is not considered a violation of the rights of the belligerent for a neutral to carry on commerce with it by inland communication." This doctrine arises from necessity, and is in entire accordance with another rule, which the district attorney has truly stated, viz., that "when a neutral port or place of trade is contiguous to a belligerent country, the commerce of the neutral port cannot be interdicted, however much its trade may have been stimulated by its contiguity, or connection with the trade of the belligerent country." It still stands upon the rights of neutrality, and no usage under the law of nations has yet grown up that would subject a vessel going to such neutral port to capture. This has been so frequently decided as to have become the law of all prize courts. When was it ever said, "You shall not carry your goods to Portugal by sea, lest, peradventure, they find their way into Spain, which is a belligerent country to us"? When will it be said, "You shall not carry your goods by sea to Mexico, lest, peradventure, they find their way into Texas, which is a belligerent state to us"? What else would this be than a mere paper blockade, where the belligerent had no power, perhaps, to enforce an actual one? The law of blockade stands upon no such premises as this. A blockade must be something actual, coupled with an adequate force to make it effective. In case the commerce by inland communication is sought to

be inhibited, then must there be a land force that is adequate to such object. But, if your honor please, there was not, in this case, even a paper blockade of this Mexican commerce. The nearest approach to a blockade of English commerce to Matamoras and restriction of trade between Mexico and Texas, comes before the court in the form of American competition. This is evidenced by scores of custom-house clearances from the Northern ports of the Union.

From the positions taken by the counsel for the government and captors, I plainly perceive that they are determined to try this cause upon immaterial issues. Instead of trying it upon the controlling facts, the actual *res gesta*, they intend to resort to technicalities and disquisitions upon the law of blockade, when no blockade existed, and nothing of the kind is in question. In order to avoid the controlling facts, they resort to the most extravagant presumptions, contrary to all the proof in the case. They go off on the wild conjecture that all the American goods imported into Matamoras were designed for consumption in Mexico, while the goods imported from England were designed for consumption in Texas. They talk about the necessity of stopping the importation of neutral goods into the rebel states, and vindicate the policy of the government in resorting to this course. That is all well; but how does it tally with the fact that the rebels are supplying themselves with goods taken from Mexico across the Rio Grande, and the certainty that they are supplying themselves indiscriminately from all goods found in Mexico, and accessible to commerce, whether of Mexican production or imported into Mexico from the Northern states, from England, or other European countries? So, too, the counsel talk about contraband of war as though an actual blockade was existing at Matamoras. They undertake to indulge in

the conjecture that all goods found on the Peterhoff that would have contributed to the comfort of the enemy were designed for the confederate states, and were contraband of war. They seem determined to overlook the controlling facts, and the conclusive presumptions arising from those facts, that this was a neutral vessel, going to a neutral port, so far as we were concerned, and that the country to which that port belonged was at war with France, and required articles as well contraband of war as otherwise. It has been determined, over and over again, that causes in prize cases cannot be determined against claimants upon such wild conjectures. To persist in condemning vessels and cargoes upon such conjectures would not only destroy all the respectability of the prize courts, but would soon set the nations of the earth by the ears.

It is almost humorous to witness the ingenuity of counsel in their endeavors to make the great bulk of this cargo contraband of war. As for instance, those long-topped boots with a military name. Every one acquainted with the habits of the people of Mexico and Texas, and especially of those much in the saddle, is aware of the extensive use of those boots. In travelling over the country where there are neither ferries nor bridges, every man's horse is his ferry-boat. In fording and swimming streams those boots are used as a protection to the limbs and feet. They are common to horseback travellers ; but who ever heard of their being worn by artillerymen ? They have a military name, it is true, but which is about as significant of meaning as the cognomen of the Crimean shirt, or the Garibaldi worn by school misses.

Another subject of shrewd suspicion on the part of the counsel for the captors, is the supposed military blankets. Had the counsel been conversant with the habits of the peo-

ple of Mexico, in the use of gray blankets, he could have found use for those on board the Peterhoff without the necessity of putting any of them to the purposes of war. In that country, where nearly the whole travelling is done on horseback, a horse and saddle, a lairat at the saddle-bow and pair of blankets behind, are the traveller's equipment. These blankets are his shelter from the storm, and whether in the cabin or on the prairie, with his saddle for a pillow, they make his bed for the night.

From the universal custom of the Mexicans we may very well understand that those people have use for horseshoes, saddles, blankets, boots, and everything else that pertains to horseback travelling.

Mr. Upton.—There were no saddles on board.

Mr. Sherwood.—Very likely not—and for the best reason imaginable. The Mexicans beat the world on saddles.

The counsel's imagination, I presume, will be fertile enough to conjecture that all these articles were being carried to Texas, or other Southern states, contrary to the avowed destination, and contrary to all presumptions possible to arise from the established facts of the case. The counsel for the captors seems bent on a condemnation of the vessel and cargo, and he will be wholly unable to see the fact, or appreciate the necessity of those blankets, artillery harness, military boots, &c., for the supply of the northern Mexican states, although they were at war with France, and required an extensive supply of these articles for their own use.

Mr. Upton.—How about horseshoes?

Mr. Sherwood.—If the counsel understood the incidents of trade and commerce, he would not be surprised to find ready-made horseshoes on board the Peterhoff. Not only ready-made horseshoes, but even horse-nails have become an

article of very extensive commerce, and have been so for years. You may find the hardware establishments of this city full of them. The machine-made horseshoe has been carried from the Northern states and England into the South, into Mexico, Brazil, and other countries in South America, and very few horseshoes in latter years have been made by the old process. Machine-made horseshoes, in commerce, have become like ready-made clothing. It is wonderful to witness the avidity with which the imagination of the counsel transforms a simple, innocent horseshoe into contraband of war.

I have been almost astonished, at times during this trial, to witness the persevering tenacity of the counsel for captors, in urging that the real destination of the cargo of the Peterhoff was not the one which was avowed. The counsel seems disinclined to take the proof, all of which concurs, as to the destination of the cargo. Mr. Redgate, who represented as agent and consignee, a large portion of the cargo, tells us, in answer to the 16th interrogatory, that "it was consigned to him as a merchant residing in Matamoras for some eighteen months past;" and he further says, in answer to the 28th interrogatory, that "had these goods arrived at Matamoras, they were to take the chances of the market."

Mr. Bowden, who represented another large portion of the cargo, in answer to the 14th interrogatory, tells us, that "he intended to do business in Matamoras as a commission merchant, and that these goods were consigned to him for sale." He further says, in answer to the 28th, that "had they arrived at Matamoras, the part of the cargo which he represented would have taken the chances of sale in the market, and the proceeds returned to the shippers."

Mr. Almond, who represents another large portion of the cargo, affirms that "it was his intention to settle at Matamoras, and to sell the goods he represented himself;" and in answer to the 28th, says: "On our arrival at Matamoras, I was to hold the cargo, represented by me, and take my chance in the market for the sale thereof." I would now submit—these witnesses testify from knowledge. They do not leave the court in doubt as to the destination of the cargo. We are told distinctly by these three gentlemen, who represented nearly the entire cargo, that it was designed for sale in the market of Matamoras. The testimony of these witnesses, positive in its character, concludes the government and captors against all presumptions as to a different destination; and more especially, when there is nothing put in evidence that would establish the basis of a probable conjecture to the contrary of their statement.

Again—if we consult the probabilities growing out of the state of the market at Matamoras, we find all that is necessary by way of presumption to confirm this positive evidence as to the legitimacy of the voyage. Matamoras congregated the articles of Mexican commerce that were passing out of the country. It congregated the cotton that was brought out of Texas. It congregated the goods from many foreign countries. It combined the facilities for trade, including exchange, and all other incidents necessary to make trade safe and profitable at that point. Why then should the owners or consignees of this cargo desire to take it into the state of Texas? Though Mexico was at war, the commerce of Matamoras was undisturbed, while in Texas ruffianism ruled the day, and insecurity to trade was the general rule. Matamoras had a currency of gold and silver in profusion, while the

currency of Texas was confederate bonds, payable six months after the acknowledgment of the confederate states, with the prince of repudiators as head financier. By what rules of prudence the owners of the cargo of the Peterhoff could have been induced to go into Texas with their goods, is not easily discovered. Men are not apt to embark in illicit adventure, where the legitimate trade has better facilities and more profit. To have gone to Texas with their goods would have promised a barren adventure at most. There is not even a remote presumption in this direction.

I will now, if the court please, come to another branch of the case. It is pertinaciously urged that the small portion of the cargo owned by Mr. Redgate in person, and something less than a thousand dollars in value, exclusive of that represented by him as consignee and agent, should be condemned on the ground that claimant stands in the attitude of an alien enemy. It is assumed by the gentlemen upon the other side, that Mr. Redgate's being a citizen of a seceded state at the time of its secession, subjected his property to capture upon the ocean, irrespective of the question of his loyalty to the Union government. For the purpose of determining this question in connection with the fact, the proof *in preparatorio* is ample in establishing the attachment and loyalty of Mr. Redgate. But, I propose, your honor, to go farther. I assume that the court is bound to take cognizance of what became part and parcel of the political history of Texas in its process of attempted secession. It matters not how far distant that part of the Union may be where these matters transpired, the court is bound to take judicial notice of them, the same as though they had happened in the Southern District of New York.

I hold in my hand a printed address to the people of Texas, signed by eleven members of the house of representatives, four senators, and six members of the secession convention. This address takes the appeal to the people of Texas, urging and advising them to resist the action and ordinance of the secession convention. Among these names stands that of Mr. Redgate. It is matter of history that these men counselled resistance to the secession ordinance at the peril of their lives. It is matter of history that they were either murdered or driven out of the country. It is matter of proof *in preparatorio*, as deposed by Mr. Redgate, that "he battled against secession, as far as his humble means would allow, until he was driven out of the state." It further appears from his testimony that he took refuge in the city of Matamoras, commenced business there as a merchant, and that he acquired a commercial domicil in this neutral country. He deposes that he owes allegiance to the government of the United States, and in consideration of the privileges of his neutral commercial domicil, he owes obedience to the laws of Mexico. This was the political and commercial status of Mr. Redgate at the time of the capture of the Peterhoff.

It seems to me, your honor, that a bare statement of the case ought to be a sufficient answer to the extravagant proposition from the other side, respecting the liability of Mr. Redgate's property to condemnation. One would have supposed that the advocates for the government and captors had gone to the last degree of extravagance in their other propositions, without resorting to this unprecedented absurdity. It is however pressed as a judicial proposition, and urged and insisted upon as though it had foundation in some supposed rule of law; I will therefore endeavor to answer it upon judicial authority. The gentlemen on the other side insist, that Mr. Redgate, being a citizen of a seceded state at the

time of secession, is, therefore, to be regarded as an alien enemy. An alien enemy is defined to be "one who is under allegiance to a government at war with our own." It will not be assumed that Mr. Redgate was under allegiance, either actual or constructive, to the so-called confederate government. He was driven out of Texas in consequence of his abhorrence of it, and opposition to it. He swears that he owes allegiance to the government of the United States, and shows that he has perilled his life in resisting the attempt to destroy the national unity. It is not upon the facts of the case bearing upon the question of Mr. Redgate's loyalty, but by construction, that the gentlemen on the other side seek to bring this claimant within the definition of an alien enemy.

Now, your honor, in order to do this the advocates upon the other side must assume that the seceded states, so-called, have accomplished a revolution—that they are an independent power—that they have a government *de facto*, acknowledged by the Union government—that they have become a foreign power to us; and that, as a consequence of all this, the whole population of the so-called confederate states, friendly as well as hostile, are, by construction, belligerent foreign enemies of the United States. It is insisted in answer to this, that the political authorities of the nation have not taken the first step in acknowledging a revolution, or a government *de facto* in opposition to the Union government. They have treated the revolt as a rebellion, an insurrection, and not in any sense, by implication or otherwise, as an accomplished revolution. Every prudential care has been taken by the political authorities of the nation to avoid giving to the revolt the character of a revolution, and every attempt to get recognition by Jeff. Davis and his crew of conspirators has been repulsed. In connection with this phase of the question, it is insisted—

I. That the political status of the loyal citizens of the seceded states, is, and must remain a question for the exclusive consideratiou of the political authorities of the nation, and that such status remains unaltered until such time as the rights of those citizens are declared by those political authorities to be without the pale of governmental protection.

II. The political status of the claimant having been fixed by the constitution and laws of the United States, and the claimant having committed no act of disloyalty to the government, he respectfully denies any power of the judicial authorities to decitizenize him by implication or construction, or, in any manner to impair the principle that protection is to accompany allegiance.

Among the manifold reasons why the national governmen has been sedulously guarded against recognizing a government *de facto* in the South, has been the motive to preserve the immense property interests owned in the South by the loyal inhabitants of the North. It is estimated that more than five hundred millions of property, composed of debts, stocks, real estate and other property owned by Northern citizens and refugees, are under the ban of confiscation. This confiscation has been carried on under the pretended authority of the rebel government, and upon the assumption of a revolution accomplished. The authority to confiscate is based upon the idea of a government *de facto*. The acknowledgment of such government by our political authorities, would have the effect to make Southern confiscation effective. It would yield to the political ruffianism of the South an immense fund of property that rightfully belongs to the loyalty of the nation. It has not been the policy of the government

to commit, or suffer to be committed, spoliation on the property of its loyal citizens; but on the contrary, to give protection whenever it had the power. It is a mistaken idea to suppose that our government has been either so mad, or so blind, as to have committed national suicide by any acknowledgment that the so-called seceded states were a foreign country to us—that they had a government *de facto*, or that the loyalists of the South were to be treated as belligerent, foreign enemies. It is true, your honor, that we have some traitors at the North, who have been laboring and intriguing to get the rebel government in some way acknowledged as a government *de facto*. We have rebel sympathizers acting in the same direction. We have silly peace men of three ounces to the pound, [redacted], who have gone off with the idea of negotiating with the so-called confederate government; but, they have thus far, been set aside as "children prattling out of season." The policy of our government in treating the rebellion as mentioned has been, thus far, firm and decided.

I assume, if the court please, upon authority, that the attempt at revolution in the South, and the consequent state of war, has in no respect decitizenized the loyalists of the South. I assume, that as individuals, their political rights, in theory at least, are as perfect, as they were before the revolt. In the case of Gelston vs. Hoyt, 3 Wheaton, 246, the court says: "No doctrine is better established than that it belongs exclusively to governments to recognize new states in the revolutions that may occur in the world; and until such recognition, either by our own government, or by the government to which the state belonged, courts of justice are bound to consider the ancient state of things as remaining unaltered. This was expressly held by this court in the

case of Rose vs. Himley, 4th Cranch, 241, and to that decision on this point, we adhere."

In the 9th Ves., 347, the doctrine is laid down, that "a judicial court cannot take notice of a foreign government, not acknowledged by the government of the country in which the court sits, and the fact of such acknowledgment is of public notoriety." This has been repeatedly decided in England.

Again, in Kennet vs. Chambers, 14 Howard, 51, the Supreme Court, in determining a question involving the right of parties that depended upon the existence of a government *de facto* in Texas, said—"If we undertook to inquire whether she had not in fact become an independent sovereign power, we should take upon ourselves the exercise of political authority, for which a judicial tribunal is wholly unfit, and which the constitution has conferred exclusively upon another department."

I cite these authorities for the purpose of showing that a judicial tribunal has no authority to determine the question of government *de facto* before recognition—that it has no authority to declare the rebellious states a foreign power, any more than it has to acknowledge their independence. The political status of the citizens of the Southern states, is not a question at present for the judiciary; nor can the fact of civil war be made a basis for any adjudication prejudicial to their rights of citizenship. At most the court cannot be made an instrument to impair the doctrine that allegiance and protection go together. The advocates for the government and captors seem to have fallen into the error of regarding the people of the Southern states, as possessing the character of foreign belligerents. Nothing can be further from the fact. It is under this error that they seek to con-

found the innocent of the South with the guilty, and thus make the claimant, Mr. Redgate, an alien enemy by construction. They seem to think that the court can take upon itself political authority, for which the Supreme Court has declared a judicial tribunal wholly unfit. In determining rights, liabilities, and disabilities growing out of revolutions, or attempted revolutions, the judiciary merely follows the political authorities. It does not precede them. Rebels may incur the pains, penalties, and forfeitures, under the law for treason. They may be dealt with in emergencies under the war power according to the rules of military necessity; but the political status of the individual, if changed at all, must be changed on the ground of successful revolution, and the acknowledgment of such change by the treaty-making power.

In further illustration of the fact, that our political authorities have never raised the question of alien enemy, even by implication, in any of the regulations appertaining to blockade embargo or inhibition of commerce to and from the Southern ports, I again repeat the assertion that no distinction has been made between neutrals, rebels, and loyal citizens. They are all embraced alike in the same interdiction of commerce. The fact of loyalty, disloyalty, or neutrality, has no bearing upon the question of the right of capture. I seek to make the fact of loyalty on the part of Mr. Redgate personal to himself, on the score of reputation. It is his duty to place himself right before the court. It is his duty to place himself right before the country. He is entitled to maintain the character of a true and loyal citizen to his government. Having perilled his life, and incurred the bitter hatred of the ruffian secessionists of Texas, by his attachment to the Union government, and his fidelity to the

national ensign, I would put his conduct upon the record of the court for the benefit of his children. In those places where loyalty is the general rule, and disloyalty is a badge of dishonor and infamy, it is quite an easy thing to be loyal. In those sections where disloyalty is the rule, and loyalty is manifested at the peril of life and property, it demonstrates the strength and manhood of the individual. In this view Mr. Redgate's loyalty may have some legitimate bearing upon the case. It ought to silence any attempt to raise up an unfriendly presumption as to his motives. I submit, your honor, that, in the face of the virulent animosity that existed against Mr. Redgate in Texas, he would not again venture his person or property within the clutches of his enemies, or those who had sought his life. He had already sufficient experience to admonish him to keep on the side of safety by keeping his person and property on neutral ground. There is not the shadow of a presumption that he intended to risk his person or goods to the tender mercies of the ruffianism of Texas, whose hands were kept continuously red with the blood of Union men. There is no presumption that goes against Mr. Redgate in this direction.

I am almost astonished, your honor, at the recklessness with which the gentlemen on the other side seem disposed to indulge in unfriendly and extravagant presumptions against the claimants. They seem to think they are privileged to attack the motives of the claimants, and the whole evidence of the case, and to throw it aside on the strength of the most improbable conjecture. I wonder whether the gentlemen have ever contemplated the general conduct of captors, and the mercenary conduct that always prevails in the surroundings of prize courts. Why, your honor, it is an old adage that prize captures cannot continue for any great

length of time without the conduct of cruisers becoming reckless. They soon get to think that all the commerce that floats upon the ocean is lawful prize. In adjudications, they always manage to have close understanding and intimacy with the unscrupulous and mercenary surroundings of the courts. They have it in their power to manufacture and suborn evidence, and it is quite too frequently the case that claimants are unfairly dealt with. There has never yet been a prize court, where prize captures long continued, that did not acquire the reputation of unfairness. No nation has had more cause to complain of this than our own. Even Sir William Scott, who has been pronounced a model judge in many respects, has not wholly escaped the impeachment of public opinion. While many of his decisions have been attacked on account of their rigor, growing out of national partiality or national prejudice, this has not been the only ground on which they were often questioned. What was most bitterly complained of in practical adjudications, even before him, was the alleged difficulty of getting cases before him on their simple merits. This was ascribed to the mercenary influences that surrounded the prize courts, their practices of subornation, and the feebleness of claimants in resisting the power of the coalitions bent on plunder. All prize courts have suffered more or less in their character for fairness. We may conclude from this, that the conduct of captors, and those interested in procuring condemnations, are quite as likely to be subjects of suspicion and criticism, as claimants. No one can be assured of the truth of witnesses, where the division of plunder is possible to be made the basis of the testimony. In view of this danger, it has often been held, that the avowed destination of the voyage, together with the ship's papers, must be taken as the controlling

evidence; and unless overborne by irrefragable evidence to the contrary, they must prevail.

There is something suspicious, if the court please, in the conduct of the captors of this vessel and cargo. The Peterhoff, as appears by the proof, was boarded by the United States cruiser Alabama before going into St. Thomas. The ship's papers were examined. They learned the destination of the vessel. They had full and ample notice of all the incidents of the voyage, and had every opportunity to have made the most rigorous examination. They learned one important fact, and that was, that the Peterhoff was short of coal, and that she intended to coal at St. Thomas. Now, sir, I assume that it was a foregone determination that the Peterhoff was to be captured, and that she was allowed to go into St. Thomas merely to take in coal, at the expense of several thousand dollars to the ship-owners. As soon as she had done this, and had proceeded on her way beyond the nautical league from the port of St. Thomas, the Vanderbilt was sent out to pick her up. Here was a transaction that characterized, in part, the motives of the captors. It was not sufficient to take the vessel and cargo before going into St. Thomas, but it was money to be made to the captors, as was supposed, to have the vessel coaled up at the expense of the ship-owners. There is much ground for suspicion that here was finesse—that a mere trick was resorted to, in order to add to the value of the prize. It looks to me, sir, as though the conduct of these captors betokened more strategic shrewdness than morality. It ought to have satisfied the rapacity of the captors to have committed a sea-robbery upon a neutral vessel and cargo, going from a neutral port to a neutral port; but this, it seems, was not sufficient. They aggravate the outrage by a trick, whereby they send off the

vessel to a distant place for adjudication, at the expense of the owners.

Having gone through with the matters that have occurred to my mind as having any bearing on the case, I come to another matter, sought to be made a point by the other side. Yesterday, the gentlemen on the other side insisted upon the introduction of a paper, which I hold in my hand, purporting to be a circular letter of Bennett & Wake. This circular is addressed to nobody in particular. It has no connection with the ship's papers, and is entirely without the province of inquiry in taking the evidence *in preparatorio*. We made the objection to this document for various reasons. The first was, that it could not be produced in evidence, without an order for further proofs, according to the course of proceedings in prize cases. The next was, that, under an order for further proofs, the paper was not admissible at all. Your houor decided, however, to receive the paper, and not knowing what disposition may be made of it by the court, I beg the privilege of analyzing its contents, and suggesting the reasons why it is not admissible in evidence.

As the foundation of my argument, I refer the court to the agreement between the ship owners, and Bennett & Wake. This agreement, or contract, whatever it may be called, did not amount to a charter of the ship, and consequently, there was no charter party in the case. Bennett & Wake were ship brokers, or more properly brokers for procuring freight. Their compensation was a commission on the amount of freight procured, or which they could influence to go on the vessel. They had no interest in the ship. They had no interest in the cargo. They had no interest in the freight excepting a bare commission on that part which they could procure. That was all the connection they had with

the vessel, the cargo, or the voyage. This being the position of Bennett & Wake, they issue their circular, addressed to nobody in particular. It is true, they make an appeal to the mercenary, such as might be disposed, if the chances allowed, to engage in an illicit trade. They also appeal to the honest trader, the careful cautious man, and tell him there will be an opportunity of sending out goods under their own supercargoes. This circular was issued in connection with the world-wide notoriety that the commerce of Matamoras and Northern Mexico was open and unobstructed—that the commerce between Mexico and Texas was also unobstructed; and that this trade in all its incidents was being stimulated by the enterprise of many countries, and more especially the northern United States.

Now, if the court please, we nowhere find that any agreement or understanding existed between the claimants of cargo, and Bennett & Wake. There is nothing by way of implication or inference that these owners of the cargo ever bargained with Bennett & Wake for any of these supposed facilities for illicit trade, had it been possible that the trade in any of its incidents could have been called illicit. The evidence shows Mr. Redgate was already established as a commission merchant at Matamoras, and that he had acquired a commercial domicil in that neutral country—that Mr. Bowden and Mr. Almond were going out to establish commission houses at Matamoras, and that nearly all this cargo was designed for these special objects. I assume then, sir, that this circular of Bennett & Wake is sought to be introduced for the purpose of creating an impression contrary to the evidence in the case, and contrary to all rules of evidence by which any cause can be tried.

We have the right, if the court please, to indulge in con-

jecture, with regard to the uses made, and attempted to be made of this circular of these freight brokers. It bears date on the 7th of November. It was undoubtedly picked up in the streets of London and hustled across the waters by steam, and sent by the navy department to Captain Wilkes. There is every reason to believe that it afforded the basis of a stupid predetermination to capture the Peterhoff without any reference to the real facts, and in utter disregard of the state of commerce on the Mexican frontier. We may conjecture that this capture was made by the direction of the authorities at Washington; and if so, it implicates them in a blunder that is unpardonable.

I claim, your honor, that we have a right to speak censoriously of the use that has probably been made, and which is attempted to be made, of this advertisement of Bennett & Wake. Why was it sent here by the secretary of state under the broad seal? Why did he attempt to put it in the semblance of form as an authenticated government document? Mr. Seward is a lawyer, and I will not so far impeach his law knowledge as to admit his belief that it was or could be made evidence. He knew that it was not evidence *in preparatorio*, and from its nature and character that it could not be made evidence on an order for further proofs. The law officer of the government, the attorney-general, could have advised him that it was loose hearsay to which no importance could be attached—that it could not be made evidence in any case—not even in a case where the government had not precluded itself by its own conduct from the right to make captures. As evidence, it has no character but that of hearsay, and that is no evidence at all.

But why, again let it be asked, was this paper sent here? There seems to be a determination to lug into this case every-

thing possible, that is calculated to create a prejudice against the claimants, whether it be proof or not. We are entitled to have this case tried upon proofs, and the fair and legitimate presumptions which arise out of the proofs. We are not obliged to have the case tried upon the wild and vague conjectures of those interested in committing spoliations upon neutral commerce; nor are we obliged to submit without resistance to the efforts of the political authorities, who are now attempting to gloss over a capture, made under circumstances, where no semblance of the right of capture existed.

This advertisement of Bennett & Wake is not even proved up in a manner that would make it admissible as evidence. It is not a government document. It is not an original. A Mr. Nunn makes an affidavit that it is a true copy. The consular agent at London sends the copy to Mr. Seward, with his consular letter attached. Mr. Seward files it, and then certifies under the broad seal that this is a copy of the paper on file.

Mr. Upton.—The Secretary certifies that this is a copy of the original paper on file.

Mr. Sherwood.—Very well. Mr. Nunn's affidavit shows what kind of an original that was, while the consul's letter expresses the hope that it is proved in a way that would make the sworn copy legal evidence. But, the point I would make is this. This advertisement is of no weight as evidence. It is sought to be introduced under the pretence of trying to make it evidence, for the purpose of working on public opinion. It is sought to be thrust on the attention of the public for a disingenuous purpose. It is intended to be made a means of prejudice with that portion of the public which is not competent to discriminate as to what is evidence, and what not. It is plainly designed as a make-weight in

getting up an apology for a governmental blunder. This is not the ingenuous way of treating the question. Such course can lead to no good result.

I have nothing to say, nor do I intend to say anything in extenuation of the conduct of certain influences in Great Britain. Things have transpired under British influences that are too serious to be overlooked, and which should in my mind be made the subject for future reparation. There is no apology for the covert British aid in the piracies committed on our commerce. But, we cannot take that into account in a prize case, or in adjudication of the question of prize or no prize. We are bound by the rules of international law. The first duty we owe to ourselves, and to the national interests, is, always to be in the right. This platform is our best security. There will always be enough of error, growing out of misapprehension amidst the irregularities of war—errors that are unavoidable. We are always in danger, when acting on the strength of resentment, of overstepping the limit of sound judgment, and parting with discrimination.

In concluding, allow me to suggest, that all the authorities cited upon the other side, and all the refinements on the international law of blockade, have no applicability to this case. It is apparent from the whole facts, that no semblance of a blockade existed. There can be no pretence that there was any. There is no pretence that any practical inhibition was attempted to prevent the commerce between Mexice and Texas, or, that even so much as a paper blockade existed. In view of the real facts, then, those which have a bearing, and controlling bearing upon the case, in what attitude does the government stand in endeavoring to sustain this capture? I need not repeat the argument which stands upon self-evi-

dent propositions, that a blunder was made in the capture of this vessel. What kind of an aspect does this case present, and what kind of a precedent would it afford, as to the rights of neutrals, in case of condemnation? I think the commercial world would stand aghast at the idea of such a doctrine, annunciated from a prize court. I am inclined to think, your honor, that no precedent of condemnation can be found in such a case as this. I am equally certain that if this case is made a precedent against the claimants, it will not be followed by civilized nations. In case this vessel could have been captured as lawful prize on her way to Matamoras, it is difficult to see why the whole fleet of shipping in the roadstead off Boca del Rio could not have been captured for the same reasons: but I will not discuss this question further.

If I have succeeded in making myself understood in my argument, I have said all I desire to say in the case. I thank the court for the kind indulgence with which it has listened to my remarks.

The court here adjourned to Monday morning (July 13th), at 11 o'clock.

Judge Davis

Mr Justice Davis

Supreme Court of the United States.

DECEMBER TERM, 1866.

PRIZE.

THE STEAMER PETERHOFF, STEPHEN JARMAN,
CLAIMANT AND APPELLANT,

vs.

THE UNITED STATES, APPELLEES.

WILLIAM MARVIN,
Counsel for Shipowner.

[illegible], Washington, D.C.

Supreme Court of the United States.

DECEMBER TERM, 1866.

PRIZE.

THE STEAMER PETERHOFF, STEPHEN JARMAN, CLAIMANT AND APPELLANT,

vs.

THE UNITED STATES, APPELLEES.

WILLIAM MARVIN, *Counsel for Shipowner.*

This ship, owned by Joseph Spence, of London, laden with a general cargo owned by several different shippers, loaded at and sailed from London on the 7th of January, 1863, and from Falmouth on the 27th, on a voyage to Matamoras, in Mexico. By the bills of lading the goods were to have been delivered from the ship "at the mouth of the Rio Grande at the consignee's risk and expense." The ship was captured while on her voyage and off St. Thomas, in the West Indies, on the 25th of February, 1863. The claim for the ship is interposed by the master.

I.

If this ship was owned by a neutral at the time of her capture, and she had sailed from a neutral port or place, on a voyage to a neutral port or place, there to deliver her cargo, then she cannot be condemned, whatever may have been the character of her cargo, whether in the nature of contraband or not, or by whomsoever owned, or what-

ever may have been the ulterior destination of the cargo intended by the shippers. No ship can violate a blockade nor carry contraband of war when destined from one neutral port to another, for neither a blockade nor contraband can exist in such case. It is unnecessary to support this point by authorities. It is too clear to require them. But I refer to the Hendric and Alida, 1 Hay and Marriott, 96. In the war of the American Revolution the thirteen colonies procured a large portion of their military supplies from the Dutch island of St. Eustatia, in the West Indies. This island became the entrepot for all sorts of European merchandise, which found its way from there to the American Colonies. The Hendric and Alida was a Dutch merchant vessel bound from Amsterdam to St. Eustatia, laden, among other things, with fifteen tons of gunpowder, being the one-sixth of her whole cargo, twenty-one swivels, besides carrying eight carriage guns and four swivels on deck, with shot and powder for them, and carrying five military officers, going avowedly to the provincial army. Sir George Hay in deciding the case, said, "It would be too high for any such court of justice as this to assert that the Dutch may not carry in their own ships to their own colonies and settlements, everything they please, whether arms or ammunition, or any other species of merchandise, provided they do it with the permission of their own laws, and if they act contrary to them, I am no judge of the laws of Holland; I cannot enforce them." The same rule obtains in a trade between one neutral country and another.

The Peterhoff was owned by Joseph Spence, a British subject residing at Cornhill, in London. The vessel sailed from London on the voyage on which she was captured, and was destined to "off the mouth of the Rio Grande," there to deliver her cargo.

II.

The proximity of a neutral port of delivery to the enemy's country, in whatever degree, whether positive, comparative, or superlative, cannot change the rule of law, or expand or contract the rights of neutrals or belligerents. Trade is lawful on one side of a line, however inconvenient it may be to the belligerent; unlawful on the other, however inconvenient it may be to the neutral.

III.

The ship, if bound to "oft the mouth of the Rio Grande," a neutral place, there to deliver her cargo, cannot be condemned, notwithstanding it should be made to appear that the shippers, one or more, intended to tranship the cargo, more or less of it, whether contraband of war or not, into the enemy's country, if such intention were unknown to the ship-owner. The ship can be liable only for the acts and intentions of its owner, or master acting within the range of his authority, not for the acts or intentions of the shippers.

But the testimony does not show that any part of the cargo was intended by the shippers to be transhipped into the enemy's country, or that the master or ship-owner had knowledge of such intention if it existed, and the court will not presume such intention or knowledge to have existed. The only part of the cargo owned or shipped by the ship-owners consisted of a cotton press, obviously intended by him to be used on board the vessel, or on shore at Matamoras or Bagdad, in Mexico, for the purpose of compressing the bales of cotton which might be shipped on board the vessel as a return cargo, and a quantity of rope, much of which would be used in re-roping the cotton bales so compressed, and the rest would easily find a market at Matamoras in the demand which the various vessels trading there would have for new supplies of rigging; some smith's bellows, anvils, shovels, hatchets, axes, planes, augurs, gimlets, saws, files, chisels, screws, locks, hinges, bolts, nails, rules, &c., were also shipped in the name of the shipowner.

IV.

The authority of the Franklin (3 C. Rob., 217); the Carolina (3 C. Rob.,) and the Neutralitet (3 C. Rob., 296,) is admitted. These cases assert that where the papers found on board represent the destination of the vessel to be to a neutral or otherwise lawful port, when the real destination intended by the owner or master is to the enemy's port, and the vessel is carrying contraband of war, that such fraudulent representations operate to condemn the vessel as well as the contraband. But without such fraudulent representations, or unless the owner of the ship is owner also of the contraband, the carrying of contraband to the enemy works only a forfeiture of freight and expenses and

of the contraband. The authority of the Commerceu, (1 Wheaton, 382) is also admitted. This case asserts that when a neutral ship is employed in carrying an enemy's goods in the nature of contraband, to neutral country, but, distinctly and avowedly for the use of the enemy's army operating there, that the ship forfeits the freight on such goods. Such ship is employed in the transportation service of the enemy. But we deny that the testimony proves any other destination of the vessel intended by the owner or master than the one represented by the ship's clearance from London, by the bills of lading and other papers, and we deny that any part of the cargo was avowedly intended for the use of the enemy's army or navy operating in a neutral country or anywhere else. It belongs to the captors to prove the fraudulent representations, the falsity of the papers. Innocence is presumed, fraud must be proved.

V.

The case is this: The ship was advertised as a general ship to carry goods or passengers on freight to Matamoras. James J. Bennett and Wake were employed as ship brokers to advertise the voyage and procure the freight, to make out the bills of lading, manifest of the cargo, &c., and to do the ship's business generally for the voyage, for which they were to be paid a commission. A considerable number of persons shipped goods by the vessel, and in most instances intrusted their sale and the return of the proceeds to either Mr. Redgate, Mr. Bowden, Mr. Almond or to the Captain, respectively, who were also partly interested, and were to go out in the vessel as supercargoes. The goods were in most instances sent on board by the persons from whom they were purchased, who took bills of lading in their own names as shippers, but deliverable to order. These were indorsed or handed over to the supercargoes by the shippers, when they had been paid or satisfied for the goods. It was supposed that these goods could be sold in Matamoras and the proceeds reinvested in cotton, which could be bought there, and so the shippers might reasonably hope to make a profit. In like manner, the ship-owner expected to obtain a cargo of cotton, on freight, back to Liverpool. The ship was insured from London to Matamoras, while there, and back to Liverpool, against sea-risks only. She was not insured against capture. The whole adventure was such an one as is occurring every day in every large commercial city.

VI.

Although it is denied that this ship was destined to carry this cargo to any other place than off the mouth of the Rio Grande, there to be delivered; and it is denied that any part of this cargo was destined to the enemy's country, or that any part of it, except the artillery harness, if it really was such, was contraband if it had been destined to the enemy's country, yet it is claimed that it was lawful for this ship to carry the whole of this cargo into Texas, except the artillery harness, by the way of the Rio Grande, unless prevented by blockade; and it is denied that in point of fact any blockade of that river existed, even as to Texas, at the time of the capture, or could exist by international law as to Mexico, that river being the boundary line between neutral Mexico and belligerent Texas. Holland was blockaded in 1801, and the Scheldt, a conterminous river, had been up to that time shut up by treaty and appropriated to the use of Holland, yet it was held that the blockade could not be interpreted so as to cut off trade from neutral countries situated on the neutral side of the river. (The Frau Isabel, 4 C. Rob., 64.) The attempt to blockade one side of a river is a practical absurdity, and both sides of the Rio Grande could not be blockaded without violating the rights of neutrals. And if one side of the mouth of the river was or could be blockaded by sea, such blockade could only be legal where it could be rendered efficient by force and could not operate to render trade with Texas, by the way of Matamoras and across the river above, unlawful. (The Stert, 4 C. Rob., 65; the Ocean, 3 C. Rob., 297.) In the Stert the cargo was, in pursuance of orders to that effect, shipped from Amsterdam, which was under blockade, in a small vessel, by inland navigation to Embden, a neutral port, and thence to London. Held, that the blockade was not broken. So also where goods were sent from Amsterdam by inland navigation to Rotterdam and there shipped, it was held to be no violation of the blockade of Amsterdam. (The Ocean, 3 C. Rob., 297.) So also of the converse, where goods were shipped to Embden with an ulterior destination to Amsterdam by land or interior canal navigation, it was held to be no violation of the blockade of Amsterdam. (The George Pieter, 4 C. Rob., 79.) The goods in this case were condemned on another ground—on the ground that they were owned by an Englishman resident in London, and he was trading with the enemy.

VII.

Spoliation of papers is in itself no ground for condemnation in a prize court, but only an awakening circumstance calculated to excite the vigilance and justify the suspicions of the court. (The Pizarro 2, Wheaton, 227.)

It is only evidence more or less convincing according to the circumstances of the case, and the character of the papers destroyed, of the existence of some other ground for condemnation, such as a purpose to break blockade, or the carrying of contraband, to the enemy. In the present case no papers were destroyed, but only a packet believed by the master to contain some kind of white powder brought on board by a passenger without the master's knowledge or consent. The passenger had no interest in the ship or cargo, and he was permitted by the captors without the consent of the claimants, to depart and go where he pleased, without being examined as a witness. Had he been examined he would in all probability have proved it to have contained white powder as he alleged it to contain. Captain Jarman in his depositions and affidavit (pages 48 to 54 inclusive) gives the true account of the matter. The throwing overboard of the packet was an unwise act, but it furnishes no evidence whatever, under the circumstances, of the fact that the ship was carrying contraband to the enemy or that the master intended to break blockade.

VIII.

The *onus probandi* to prove the ship to be owned by a neutral rests on the claimant, but the *onus probandi* to prove the offence of breaking blockade or carrying contraband of war to the enemy rests on the captor. The offence must be proved not presumed. In the United States *vs.* the Brig Burdet (9 Peters, 682,) this Court said "that frauds are often practiced under the revenue laws cannot be doubted, and that individuals who practice these frauds are exceedingly ingenious in resorting to various subterfuges to avoid detection is equally notorious. But such acts cannot alter the established rules of evidence which have been adopted, as well with reference to the protection of the innocent as the punishment of the guilty. If a fair construction of the acts and declarations of an individual do not convict him of an offence, if the facts may be admitted as proved and the

accused be innocent, should he be held guilty of an act which subjects him to a forfeiture of his property on a mere presumption? He may be guilty, but he may be innocent. If the scale of evidence does not preponderate against him—if it hang upon a balance, the penalty cannot be enforced. No individual should be punished for a violation of law which inflicts a forfeiture of property unless the offence be established beyond a reasonable doubt. This is a rule which governs a jury in all criminal prosecutions and the rule is no less proper for the government of the court when exercising a maritime jurisdiction."

WM. MARVIN,
Advocate for Shipowners.

Supreme Court of the United States.

DECEMBER TERM, 1866.

THE STEAMER PETERHOFF, HER TACKLE, &c., STEPHEN JARMAN, CLAIMANT OF VESSEL AND CARGO, APPELLANT,

vs.

THE UNITED STATES, APPELLEE.

ARGUMENT.

WILLIAM MARVIN,
Counsel for Shipowner.

McGill & Witherow, Printers & Stereotypers, Washington, D.C.

Supreme Court of the United States.

THE STEAMER PETERHOFF, HER TACKLE, &c., STEPHEN JARMAN, CLAIMANT OF VESSEL AND CARGO, APPELLANT,

vs.

THE UNITED STATES, APPELLEE.

ARGUMENT.

I appear, may it please your honors, as counsel and advocate for Joseph Spence, of London, who claims the ship as owner, by and through Stephen Jarman, the master and bailee.

No question, I think, arises in the case touching the proprietary interest of Mr. Spence, or the fact that he is a British subject domiciliated in London, in England. The record contains a transcript of the certificate of the registry of the vessel, showing that the vessel was built at Sunderland, in the county of Durham, in the year 1862; is a screw propeller, and of the registered tonnage of 669.42 tons, and is owned by Joseph Spence, of Cowpen's Court, Cornhill, in the city of London, ship builders. This certificate is dated at the custom-house, London, the 20th day of December, 1862, and is signed by Edward Sheppard, Registrar. It is the customary document of nationality, and corresponds, in substance, to our own ship's certificates of registry, and like ours is carried on board all British ships as evidence of their national character. (See the document, record page 84.) The captain of the vessel testifies that the vessel belongs to Joseph Spence, of London; the mate and some of the other witnesses say to Messrs. Pile, Spence & Co., of London; Mr.

Joseph Spence being a partner in the firm of that name. The master claims the vessel *virtute officii* for his principals, and it can make no difference whether Joseph Spence is the sole owner, as stated in the certificate of registry, or whether the vessel is owned by the firm as partnership property. It is sufficient for our purposes that the vessel is owned by a neutral, domiciliated in a neutral country; of which there is no dispute. The vessel is not enemy's property.

The vessel sailed from London on or about the 7th of January, 1863, bound on a voyage to Matamoras, in Mexico, carrying a general cargo of merchandise and eight passengers. She was captured while on her voyage, on the 25th day of February, by the United States steamer Vanderbilt, and carried into New York for adjudication. The court below condemned and forfeited the ship and cargo, on the ground, claimed to have been proved, that the vessel was engaged in transporting contraband of war to the enemy's country, and for the enemy's use. From this decree the captain, on on behalf of the owners of the ship, appealed to this Court.

I shall first consider the question of fact: Was this vessel, at the time of capture, employed in carrying contraband of war to the enemy, and for the enemy's use? In considering and weighing the testimony bearing on this question, it is necessary to keep in mind a great conservative principle of the law, that every person is presumed to be innocent until proven to be guilty. The principle of law applicable to the testimony in determining its force may, I think, be thus stated:

POINT I.

It is said that the *onus probandi* in prize cases rests upon the claimant, and I admit that it does to the extent of requiring him to establish by proof his proprietary interest and his neutral character. This is usually done by the oath of the claimant or of his agent, and by producing the certificate of the registry of the vessel, the manifest of the cargo, bills of lading, and invoices of the cargo. But this done, the burden of proving the offence, which incurs the penalty of confiscation, whether it be the carrying of contraband to the enemy or of breaking blockade, or any other, rests upon the captors. This offence is usually proved by the papers found on board the vessel, and by the testimony of the master, crew, and passengers. But still it must be proved, not presumed or merely suspected. The principle laid down by

this Court in The United States *vs.* The Brig Burdett, 9th Peters, 682, is applicable to prize as well as seizure cases. The Court there say: "That frauds are often practiced under the revenue laws cannot be doubted, and that individuals who practice these frauds are exceedingly ingenious in resorting to various subterfuges to avoid detection, is equally notorious. But such acts cannot alter the established rules of evidence which have been adopted, as well with reference to the protection of the innocent as the punishment of the guilty. If a fair construction of the acts and declarations of an individual do not convict him of an offence; if the facts may be admitted as proved and the accused be innocent, should he be held guilty of an act which subjects him to the forfeiture of his property on a mere presumption? He may be guilty, but he may be innocent. If the scale of evidence does not preponderate against him, if it hang upon a balance, the penalty cannot be enforced. No individual should be punished for a violation of law which inflicts a forfeiture of property, unless the offence be established beyond a reasonable doubt. This is a rule which governs a jury in all criminal prosecutions, and the rule is no less proper for the government of the Court when exercising a maritime jurisdiction."

II.

Let us see now what the facts and testimony are. This ship—a screw propeller, built at Sunderland, in the county of Durham, in England, in 1862, of the burthen of 669.42 tons, registered at the custom-house in London; belonging to Joseph Spence, of Cowpen's Court, Cornhill, in the city of London, (certificate of British registry, page 84; Int. 14 and 15, page 20;) commanded by Stephen Jarman, a British subject residing in Kent, in England, (p. 19, Int. 1; Int. 7, p. 20;) laden with a general cargo of merchandise, shipped on board by and belonging to a considerable number of different persons, all British subjects residing in England, except Samuel J. Redgate, and covered by a large number of bills of lading, signed by the master, (see the bills of lading from page 155 to 195, and at 226, 228, 9, and 30)—sailed from London on the 7th of January, 1863, and proceeded down the Thames and around to Plymouth, where she took in fuel and passengers, and sailed again on the 18th of January and came to anchor on the 19th, where she lay until the 27th, during a gale of wind.

She sailed from Falmouth on the 27th, (see Log-book and Int. 12, p. 20.) The master of the ship, (Int. 11, p. 20;) the mate, (Int. 11, p. 24;) the second mate, (Int. 11, p. 27;) the third mate, (Int. 11, p. 30;) the chief engineer, (Int. 11, p. 33;) the assissant engineer, (Int. 11, p. 35;) the steward, (Int. 11, p. 37;) the cook, (Int. 11, p. 40;) Duffy, fireman, (Int. 11, p. 42;) Campbell, seaman, (Int. 11, p. 44;) Reed, seaman, (Int. 14, p. 45;) Redgate, passenger, (Int. 11, p. 6;) Almond, passenger, (Int. 11, p. 12;) Bowden, passenger, (Int. 11, p. 76)—all agree in saying that the vessel was bound, when captured, on a voyage to Matamoras. The agreement with the crew states the voyage to be "from London to Matamoras, and any port or ports in the Gulf of Mexico, and (or) North or South America, and (or) West Indies, and back to a final port of discharge in the United Kingdom; voyage not to exceed twelve months." (See the agreement, page 85.) The bills of lading, the agreements between the shipowner and the cargo owners, all state that the goods were "received on board the Peterhoff, now lying in the port of London, and bound for off the Rio Grande, Gulf of Mexico, for Matamoras; the goods to be taken from alongside the ship, at the mouth of the Rio Grande, at consignee's risk and expense, within thirty days, providing lighters can cross the bar, or a penalty will be incurred of ten pounds per day after that period; being marked and numbered as in the margin; are to be delivered in like good order and condition at the aforesaid, off the Rio Grande, Gulf of Mexico, for Matamoras." (See the bills from page 155 to 195.) The manifest of the cargo states that the Peterhoff cleared out of the port of London, January 1st, 1863, for Matamoras, (page 77.) Many of the invoices state that the goods were shipped on board the Peterhoff for Matamoras. The Mexican consul's certificates to the invoices state that the goods were consigned to persons in Matamoras. A copy, or what purports to be a copy, of the policy of insurance found on board the ship, insures the Peterhoff at and from London to Matamoras while there, and thence to Liverpool," (p. 251.)

Now there is not, I believe, a scrap of paper, a tittle of testimony in the whole case which goes to show that this ship was destined to any other port or place than to the roadstead off the mouth of the Rio Grande, there to unload her cargo into lighters, to be sent up the river to Matamoras. The shipowner who caused his ship to be insured from London to Matamoras, the shippers of the goods, the master, the crew, the passengers, must certainly know where this

ship and cargo were bound to, and if this ship was not going to the mouth of the Rio Grande and the cargo to Matamoras, then there has been an ingenuity displayed in the falsification of papers unparalleled and inconceivable, and a degree of perjury in swearing revolting to the conscience and unparalleled in atrocity.

III.

I have already said that it belongs to the captors to prove the offence. They allege the offence to be that the ship-owner, the master, and the shippers of the goods intended at the time of the inception of the voyage and at the time of capture, that the ship should proceed to the mouth of the Rio Grande and there unload the goods into lighters, which should convey the goods not to Matamoras, but into Texas; or if conveyed at all to Matamoras that they should then and there be crossed over the river into Texas to be sold to the enemy, and that some of those goods were contraband of war. And how do they prove these allegations? By suspicious conjectures and assumed presumptions. Because the goods *could* be transferred into Texas they argue that they *would* be, notwithstanding all the proof in the case to the contrary, and notwithstanding the fact that Matamoras was the emporium of trade at that time for all Texas and a very large part of Mexico. Matamoras is an old Spanish or Mexican town situated on the right bank of the river about thirty or forty miles from its mouth, in which are located a considerable number of merchants who have for many years carried on a considerable trade with Europe and the United States. According to the Imperial Gazeteer, published at London, in 1855, it has a population of 20,000, is well built, has numerous churches and schools, and a considerable trade, the exports consisting chiefly of specie, horses, wool, and hides, and the imports of manufactured goods principally from Great Britain and the United States. The water on the bar at the mouth of the river is so shallow that vessels drawing more than five or six feet of water cannot cross. Hence, vessels drawing more than this number of feet lie in the roadstead off the mouth of the river and unload their cargoes into lighters which carry them to Matamoras. They receive their cargoes in like manner from lighters. Matamoras is the depot or emporium of trade for the States of Tamaulipas, Nuevo Leon, Cohahuilla, Chihuahua and a part of San Luis Potosi, and a considerable portion of Texas.

During the rebellion the Texans carried their cotton to Matamoras for sale, and purchased at that place the various articles of merchandise they needed. Brownsville, opposite to Matamoras, was before the war a mere military post, containing few or no merchants possessing capital sufficient to carry on much trade. I have yet to learn that the trade of Brownsville with foreign nations increased any during the war. It undoubtedly did increase with Matamoras. The goods on board of the Peterhoff were adapted to the market of Matamoras, or supposed to be, whether they should be eventually consumed in Mexico or Texas. Where then was the motive for landing these goods in Texas when Matamoras was the old, the natural, the central market for all the country round, and when cotton could be bought there for a return cargo as cheap as at any point in Texas on the river? The case of the steamship Sir William Peel, now pending in this Court, shows that the ship was captured off the mouth of the Rio Grande while taking in her return cargo of cotton and after she had delivered her outward cargo at Matamoras—the whole of it—and entered it at the custom house, as is fully shown by the proofs in the case. Had she been captured off St. Thomas on her outward passage to Matamoras, she would have run the same risk as the Peterhoff does of having it alleged, and perhaps illogically inferred against her, that she was carrying contraband goods into Texas.

IV.—Spoliation of Papers.

But it is alleged that papers on board the Peterhoff were destroyed at the time of her capture; some by being burned, and some by being thrown overboard, and that the inference to be drawn therefrom is, that if produced they would furnish proof of the unlawful character of the voyage of the Peterhoff, and that she was carrying contraband articles, destined to be delivered in the enemy's country, by transhipment from her at the mouth of the river. I admit the law on the subject of the concealment or spoliation of papers to be substantially as stated in the case of the Pizarro, (2 Wheaton, 227,) where it is said, "that spoliation of papers is not of itself a sufficient ground for condemnation in the prize court, but that is an awakening circumstance, calculated to excite the vigilance and justify the suspicions of the court." In my judgment it is really no ground for condemnation at all, but only evidence, more or less convincing, according to the circumstances of the case, and the character of the papers destroyed, of the existence of some other

legal ground of condemnation, such as that the property is hostile, or that the vessel is engaged in breaking blockade, or conveying contraband to the enemy. In short, in the very nature of the case it is evidence to prove something else, nothing more, nothing less, and its convincing force must depend upon the character of the papers destroyed. If the master should destroy the register of the vessel, the manifest of the cargo, bills of lading, invoices, charter party, or correspondence of the shippers in relation to the cargo, a very strong presumption would be raised that the vessel was engaged in running the blockade, carrying contraband, or in the prosecution of some unlawful voyage. But if he destroyed a package of family letters, or letters detailing the history of a courtship, in order to avoid their publicity, or a package containing the specifications of a new and important invention, which, if made public, would be ruinous to the inventor, it is not perceived how their destruction would prove that the vessel was engaged in running a blockade or carrying contraband. In the case of the Pizarro a package containing papers respecting the cargo addressed to the claimants, was thrown overboard by the advice and consent of the master and supercargo, and yet the vessel and cargo were both restored. Now the papers destroyed in this case were a newspaper or a book, it is not certain which, and a packet said to contain a pretended "white powder."

But let us examine the testimony a little. As to the newspaper or book, Webber, steward says, (Int. 20, p. 38:) "I saw some newspapers burned by Duffy, a fireman. They belonged to a passenger named Mohl, who gave them to me to be burned; and I gave them to Duffy and told him to burn them." Duffy, the fireman, who signs his deposition by making his mark, and who probably did not know the difference between a bundle of newspapers and a worn out old novel, says, (Int 20, p. 42,) "The steward gave me a package of papers or something that was printed; it looked like a book that had been tossed from a great many hands, and told me to burn it, which I did; I don't know the steward's name, nor the contents of the package or book which I burned, nor anything about it, except what I have stated." Reed, a seaman, says Mr. Mohl, burned some papers when the Alabama boarded us. It was note paper with a Confederate flag upon it. They were not secreted, nor were any persons secreted.

There is no evidence in the case of the destruction of any other paper of any kind except the packet of "white powder." On the contrary, all the usual documents and papers remained on board, and were taken possession of by the prize master and are printed in this case.

As to the white powder, the only full and reliable account of

the matter is given by Captain Jarman himself, in his affidavit and deposition, (p. 48 to 54 inclusive, which see.) The account given by the other witnesses cannot be listened to, because they had not the same opportunity of knowing the facts, and because their testimony is inconsistent and contradictory. Almond, a passenger and the part owner of a large portion of the cargo, in this case says, (Int. 20, p. 13 :) "The same day we arrived at St. Thomas, Captain Jarman ordered a package to be destroyed ; it was in charge of Mr. Mohl, a passenger ; he gave it up at the captain's request to be destroyed ; I suppose it was destroysd ; I don't know what the package contained ; I never saw it but once, and then it was in Mr. Mohl's possession ; I never knew what it contained ; it was destroyed because Mr. Mohl objected to its being opened ; at Falmouth, Captain Jarman said we must deliver up any and all sealed packages, as he should not carry any ; Mr. Mohl had the one in question, but did not give it up at the time, and it was not given up until the morning of the day of our arrival at St. Thomas, when it was destroyed, as I have above stated." This account is corroborative of the account given by Captain Jarman. The second mate, Harris, says, (Int. 20, p. 27 :) "I threw overboard, by order of the captain, a square paper package, the contents of which I do not know, about the time of the capture, after the first boarding by the officers of the Vanderbilt and before the prize crew took possession, I think, but I cannot say precisely at what time ; this paper package was handed me by the captain or he told me to get it out of the cabin, which I did ; while I had it in my possession, I handed it to Campbell or some other seaman, and told him to hold it while I was busy, and he did ; he afterward gave it to me back and I threw it overboard." Campbell, the seaman referred to, says, "The second mate gave me a sealed parcel wrapped up in brown paper ; he told me to take care of it, (16 ;) I gave the parcel back to the second mate ; afterward, when the prize crew came off from the Vanderbilt, I saw the second mate give the same to the captain of the Peterhoff, and I saw the captain drop them overboard from the starboard gangway ; the package was heavy, but I do not know what was in it." Reed, a seaman, (Int. 20, p. 46,) in his testimony converts this square sealed parcel wrapped up in brown paper into a box of papers which he saw Harris throw overboard ; Webber, steward, says it was a brown paper parcel ; Tregidgo, third mate, says, (Int. 20 and 40, pp. 31–2,) when the *packet* was in the forepart of the vessel a man named Campbell had it concealing it ; I don't know what the packet contained ; I heard the captain speak of it as containing dispatches ; he called it dispatches. The packet was sewed up in canvass and weighted with lead, so that it would sink ; Mr. Mohl appeared

very much depressed at the necessity of throwing over the packet. He then volunteers to tell us at the bottom of his deposition that he has been a midshipman in the British navy, and that he was accustomed to seeing the form in which dispatches are made up. The packet thrown overboard was put up in the same manner. There was no mark upon it; the ends were loaded with a heavy weight of lead at each end. So that this packet—this sealed package wrapped up in brown paper—this box of papers—which Reed says he saw thrown overboard, box and all, becomes first a canvas-bag loaded at each end; and then suddenly to the creative imagination of the young and accomplished ex-midshipman of the British navy, aged twenty years, important government dispatches, and this wonderful transmutation all takes place without the intervention of any human agency, so far as the testimony shows, while the boat is going from the Vanderbilt with a prize crew to the Peterhoff.

The truth of the matter is probably simply this: That this packet, whatever it was or whatever it contained, was brought on board the ship in London or Plymouth without the knowledge of the master or owners, by a passenger named Mohl, spoken of by the witnesses as being a German claiming to reside in Texas, and who was probably a German Jew, who thought that he had invented, or some of his friends had invented, a new and very valuable kind of powder useful for war or for medicinal or manufacturing purposes, and he was carrying it to Mexico or Texas as a specimen, with the expectation of realizing a fortune out of the new invention. Hence the appearance of disappointment and depression at its being thrown overboard, mentioned by Mr. Tregidgo in his deposition. Mohl had no interest in the ship or the cargo. The captain having been instructed by his owners not to carry any sealed letters or packages—an instruction given *ex abundanti cautilae*, and in order to avoid the appearance or suspicion of a violation of neutral obligations—frightened at having violated his owner's orders, and not knowing the contents of the packet, but fearing that its being found on board might in some way jeopardize his ship, threw it overboard. The act was unwise and foolish, and this is the most that can be said about it.

It is proper here to remark that none of the testimony on this subject is called for by the twentieth or any other interrogatory, and that the whole of it is volunteered or called out by the Commissioner by verbal questionings, as he in his pleasure saw fit.

This ship regularly documented as a neutral vessel, sailed by a neutral master and crew from a neutral port, having on board a neutral cargo, and bound, by her papers at least, to a neutral port, was captured one thousand miles from her port of destination, her master and crew imprisoned until after their examination before the prize commissioner, and yet Mr. Mohl, the Texan, the white powder man, the bearer of despatches, this man who is called in the opinion of the court below (p. 9,) an agent of the enemy, and therefore should have been held as a prisoner of war, the only man on board who could enlighten the court touching the character of this packet, and the only person responsible for its being on board, is permitted by the captors, who alone had charge of the vessel, to leave the vessel at Key West and to go his own way. His deposition is not here. Under such circumstances, it was obviously the duty of the captors to bring the crew and all the passengers into a port where they could be examined, and not select some who could be made to answer their purposes, and permit the others to go. Had the vessel been sailing under the enemy's flag, or had it been plainly enemy's property, the captors perhaps would have satisfied the requirements of the law by bringing in the papers of the vessel and the master and mate as witnesses. But the vessel and cargo was regularly documented as neutral, and the captors, after visiting and searching the vessel, discovered no cause of capture; but they now seek a condemnation of the vessel and cargo on a ground that could be easily explained away had they done their duty in bringing Mr. Mohl in and examining him as a witness. This is taking an advantage of their own wrong. Under these circumstances the Court will require the captors, on an order for further proof, to produce Mr. Mohl, and examine him as a witness before they will pronounce a decree in their favor, founded on the testimony in relation to the packet.

The judge who decided the cause in the court below seems to have stated and re-stated the testimony in his opinion with an elaborate minuteness of details rarely met with in a judicial opinion. From much of the testimony so stated by him no inference relative to the real question, favorable or unfavorable, is drawn by him, nor can any be drawn by any person. Of what consequence is it to know the precise tonnage of the vessel, or the number of the masters, engineers, firemen, seamen, or passengers she carried; or whether Mr. Spence, the owner of the vessel, transacted the business of the vessel himself in London; or whether he employed

James J. Bennet & Wake as his agents and brokers to transact it; or whether the bills of lading made the goods deliverable to order, and were then endorsed to the holders of the bills; or whether they specified in the body of the bills the names of the consignees; or whether the consignees, who were the owners in whole or in part of the goods consigned to them, were on board the vessel in the capacity of owners or supercargoes, or not; or whether the consignees and supercargoes retained the possession of their own invoices or bills of lading, or not. The truth simply is that the ship was a general ship, owned by Joseph Spence, but put up or advertised in London by James Bennett & Wake, shipbrokers, to go on a voyage to Matamoras, and to carry passengers and goods for any persons who chose to ship by her; and that Mr. Redgate, Mr. Almond, and Mr. Bowden, and their friends, shipped the greater part of this cargo, and these gentlemen took passage in the ship as owners and supercargoes. Now what is there uncommon or of a suspicious character in all this? Nothing at all. It is just such an adventure as shipowners and merchants are constantly in the habit of getting up to all quarters of the globe; and the whole business in London of making out the manifest, bills, of taking invoices, effecting insurances, clearing the vessel at the custom-house, &c., was all done in the regular usual way by persons accustomed to do those things in the regular routine of their duties; and there is not a paper found or a paper missing that does not show this to have been the case. The court, too, in its opinion, adverts to the affidavit of the prize commissioner, (Record, 73,) wherein he states that the papers were refused delivery to deponent until demanded in writing—a fact which, if true, is of no sort of consequence, but which is proved only by an *ex parte* affidavit not properly in the case, and which would probably be contradicted by every person on board if he had the opportunity to testify. The court, too, instead of rejecting the claim of Mr. Mackie, agent in New York of the English underwriters, on the ground that underwriters as such cannot claim until they have accepted an abandonment of which there is no proof, argues (Opinion, p. 59) that the claim necessarily implies that the vessel and cargo were insured from loss by capture, and that the capture must be lawful, because the underwriters had admitted the loss, and this, too, notwithstanding Mr. Mackie says in his claim he had no instructions from his principals; and the copy of the policy

found on board expressly exempts the underwriters from liability to capture.

The court, too, describes with great minuteness an hydraulic press, adapted to pressing bales of cloth, wool, or cotton, manufactured by J. Bowes, of Manchester, and invoiced as "1 hydraulic press, with ram to lift 4 feet, and set of pumps complete," and shipped by J. Spence, (record p. 225–244) (Opinion 79 to 83) and then argues or assumes, "That it was in Texas that the cotton press would be useful, and would find a market and *unquestionably* its destination was to Texas, the country of the enemy." "The unmistakable destination of the cotton press, says the court, and the negro brogans to the country of the enemy, must, on all the evidence, be regarded as affixing the same destination to the rest of the cargo, as well to that not contraband as to the contraband," (Opinion 83). In this reasoning, the court first assumes the premises without proof, and then most absurdly makes the minor to include the major, for it by no means follows, that because a cotton press and a few "negro brogans" were going to Texas, that all the rest of the cargo was. The invoice taken from case No. 105, page 67 of the record, shows that the goods contained in that case were going to Messrs. Burchard and Co.'s successors, an old and well known mercantile house in Matamoras, and if these goods were going to Matamoras, it follows, according to the reasoning of the judge, in regard to the cotton press and the brogans, that all the rest of the cargo was going there also. But there is no evidence at all that either the cotton press or the brogans were destined to Texas. As to the brogans, whether called white or negro brogans, they are simply a cheap but durable kind of shoe, worn as much in Mexico as they are in Texas, and almost as much in the middle States by laboring people, as in the southern, and by the white people nearly as much as by the colored. It no more follows, from calling a particular kind of shoe a "negro brogan" that it is worn exclusively by negroes, and they in slavery, being in Texas, than it follows from calling the particular kind of boots found on board this vessel "Wellington" or "Blucher" boots, that they are worn exclusively by Wellington or Blucher soldiers, doing duty in Texas. Negro brogans, Wellington boots, Blucher boots, are simply the names of a particular kind of shoe or boot worn indiscriminately by blacks and whites, soldiers and citizens, like the Munroe shoe or the Palo Alto hat, and are as well adapted to sale and consumption in Mexico as in Texas.

As to the cotton press, I think the court below erred in thinking it was destined to a market in Texas, simply because the court was not familiar with the manner in which cotton is

baled by the planters on the plantations, carried to market and prepared for shipping. The planters, throughout the whole cotton producing country, erect on their plantations their own rough wooden presses, which they run by horse or mule power. In these, after ginning, they bag, bale, press, and rope the cotton, and send it to market. In this condition it goes to a sea port town for shipment. The ship charges freight by the bale or pound, usually by the pound, and in order to carry a large number of bales or pounds, the shipmaster employs a more powerful and better-constructed press, located usually in the port, but may be located on the deck of the ship, whereby the bales are compressed into about one half the size they had before, and the ship is thus enabled to carry twice the number of bales or pounds that it could carry of uncompressed cotton. In this compressing or repressing cotton for shipping, it is often necessary that the roping should be renewed and the bagging mended. Now it was intended, that this ship should load with cotton, if it could be procured at Matamoras, on freight, and return to Liverpool, (see correspondence, record 224–246,) and the cotton press was sent out by the shipowner, on account of the ship, in order to compress the return cargo, and much of the rope and bagging sent by the owner was to be used in re-roping and mending the bagging of this return cargo. The ship reloaded, this press would either have been sold in Matamoras or brought back in the ship to Liverpool. I venture to affirm that there is not a single cotton press on a single plantation in the whole southern country at all like this, and there can be plenty like it found at New Orleans, Mobile, Savannah, and in every other seaport town where cotton is shipped. Matamoras was at this time a large cotton market, where cotton was bought and sold, and it was here that it was expected the outward cargo would be sold, and cotton would be furnished by the shippers or others for a return cargo. The cotton press would be naturally used at Matamoras, where the cargo was to be bought, or on board the ship, if found to be more convenient.

The court, too, criticises the manifest of the cargo (record 77, Opinion 10, 69, 91,) and argues that because there is not a full description in the manifest of the goods of the cargo therefore there was a fraudulent concealment of the true destination of the ship and cargo, and that the cargo was destined to Texas. The conclusion is a *non-sequitur*. The fact that the manifest does not fully describe the goods tends to prove that this vessel was going in good faith from a neutral port to a neutral port, and therefore there was no necessity for a full or even any description of the goods of the

cargo beyond what was necessary to satisfy the revenue laws of Mexico. The court says that the number of packages on board was 4,472. To give even an imperfect description of the contents of so many packages would have taken much time and required a manifest so voluminous as that it would hardly have been read by any person. The manifest as it was and as it is printed in the records, occupies four pages in small type. The original manifest will undoubtedly show that the usual printed blank form of a manifest was used. It was undoubtedly filled up by the clerks in the office in the regular routine of their daily duties—the description of the goods being taken from the bills of lading. And this would show that no concealment was intended or thought of. Had the manifest exhibited an unusual care and particularity in its preparation, had it contained a description of the goods contained in all these packages sufficiently minute to be of any value, suspicions would at once have been awakened that so much pains would not have been taken had there not been some motive existing beyond what was expressed on the face of the papers themselves. The same remark may be made concerning the bills of lading which specify only boxes, bales, or packages, marked or numbered. The truth to my mind simply is that the business was done in the common usual way, and if any greater pains had been exhibited in the preparation of the papers than appears in this case, a suspicion would at once have arisen that such pains were not taken for nothing. The court below says (Opinion, 91) "If the cargo was in good faith designed for sale in the neutral market of Matamoras, a disclosure in the manifest of the contraband articles on board would have done no harm, (I add it would have done no good,) because the commerce would have been lawful and the merchandise not contraband, even though the entire cargo had not consisted of munitions of war. The suppression in the manifest, which is a most important paper to be carried by a vessel in time of war, in reference to her cargo, especially when she is near the country of a belligerent, of all facts tending to show what articles were on board designed and adapted for army and navy purposes, cannot be looked upon in any other light than as a confession that these articles were destined to be delivered in the enemy's country and for the enemy's use, and were therefore contraband." To this I answer, that there is no evidence of "suppression" whatever, but only of omission, and not even that; for it was as full as is customary or usual in the trade to Mexico carried

on by neutrals, and that if the vessel was bound to a neutral port the omission to describe the goods in the manifest was of no importance whatever to any belligerent. In a trade between neutrals an imperfect manifest or no manifest is simply a question of compliance or non-compliance with the revenue laws of the country to which the cargo is consigned. The manifest was undoubtedly sufficient to satisfy the revenue laws of Mexico. I agree that when the neutral cargo is going to the enemy's country, as it may lawfully do unless prevented by a blockade, then the manifest ought to describe the nature and character of the goods on board, so that it may be seen at once by the boarding officer from any belligerent cruiser whether the vessel is carrying contraband of war or not; and if they are not so described, the vessel runs the peril of being detained for search and perhaps captured and sent in for adjudication, and having costs decreed against her, but it is not liable to condemnation unless there be actually contraband on board going to the enemy's country. But the court assumes, first, that there was a "suppression" in the manifest, when there was none, and secondly, that this suppression is evidence of a "confession" that the goods were going to Texas, whereas if there had been any "suppression" it would not be evidence of a confession that the goods were going to Texas, but only evidence of an intention to defraud the revenue or other laws of Mexico. It is most likely that if the goods had been destinated to any part of the insurrectionary States, the parties would not have troubled themselves to make out any manifest whatever. It may not be amiss to remark in passing, that the absence of a manifest, or any other document, is not a just cause of condemnation. Some offence must be proven. (The Amiable Nancy, 3 Wheaton, 546, opinion of Story.)

The cargo was by order of the court unladen, and its character examined by merchant commissioners in the city of New York. They reported (64) that a large part of the cargo was adapted to army use, one of the three commissioners dissenting; that there was a large number of cases containing Blucher boots, 192 bales of gray blankets, 95 casks of large horse shoes, 36 cases of large size containing artillery harness in sets of four horses, with the riding saddles attached to each set, 2 hydraulic presses in pieces adapted for cotton; that a considerable portion of said cargo consists of drugs directed to "Burchard & Co., successors, Matamoras, Mexico," in which, among an assorted lot of drugs, quinine,

calomel, morphine, and chloroform form an important portion. Their inventory specifies Blucher, Wellington, Napoleon, cavalry, police, and full length russet army boots, rope, nails, soft hats, green tea, stationery, garden seeds, shirts, hose, gloves, white and gray blankets, hosiery, ladies' collars and cuffs, &c., and the court below infers from the character of the cargo so described, that it was destinated by the shippers to Texas and for army and navy use, overlooking the fact that whoever might be the eventual consumers of these goods, it was in Matamoras that they would be naturally first landed and sold, for is was here that the Mexicans came from the far off interior country to buy what they wanted, either for civil or military uses. The French were at this very time at war with the Mexicans, and the Mexicans obtained as well as the Texans much of their military stores from Matamoras. But the qualifications of two New York city merchants—one of them the prize commissioner before whom the witnesses were examined *in proparatorio*—to judge of the peculiar adaptations of a boot known to the trade as a Blucher, or Wellington, or Napoleon, or police, or cavalry boot, may well be called in question, as well as their ability to decide that sets of harness and saddles are artillery harness. If the same vehicle is used for neighborhood travel or for long journeys that is commonly used in Cuba, these very sets of harness they denominate artillery harness, with their saddles, would be about as likely to be bought by civillians to be used in drawing their *volantes*, as by military men to be used in drawing artillery. But whatever use in the end these harnesses might be put to, there is no evidence in the case that the shipper intended to land these harnesses in Texas, or that he intended they should be used by the rebels rather than by the Mexicans against the French.

We claim that the decree of the court below ought to be reversed, and the ship and cargo restored to the claimants.

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